

Solicitors' Journal.

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CURRENT TOPICS.

THERE IS A PREVALENT IMPRESSION, which we hope will prove to be well founded, that the new Lord Chancellor will occasionally be seen in the Court of Appeal. So long as the Chancellor remains the president of that court it is desirable that he should occasionally perform the duties of his office. There is much advantage to be derived from the presence of a fresh mind on the bench, and as regards the Chancellor himself, it cannot but be advantageous that he should be practically acquainted with the business of the court, and should be brought into more frequent contact with the bar than he is when he only attends the sittings of the House of Lords.

THE NOTION that under the Bills of Sale Act, 1878, it is essential to the validity of a bill of sale that the attesting solicitor should have fully explained every part of the deed, appears to have survived the observations of the Court of Appeal in *Hill v. Kirkwood* (28 W.R. 358). As our readers will see from a case of *Ex parte*

The National Mercantile Bank, which is noted elsewhere, the question was again brought before the court last week, and it may be hoped that it has at last been settled. Lord Justice James distinctly laid it down that the attestation of the deed by a solicitor, with the statement in the attestation clause that he had explained the deed to the grantor, is all that the Act requires. The solicitor may be liable to punishment if he omits to explain the effect of the deed, but the deed itself will not be invalidated by the absence of such explanation, provided only the two requirements above mentioned exist.

THE MENTION of Sir George Jessel's name as a probable candidate for the representation of the University of London draws attention to the fact that the present Master of the Rolls is, not merely the only, but the last judge of the Supreme Court who will be eligible for election as a member of the House of Commons, section 5 of the Judicature Act, 1875, providing that no future judge shall be capable of sitting in the House of Commons. Among Masters of the Rolls who have held seats in the Lower House, the names of Kenyon, Arden, Grant, Leach, Copley, Pepys, and Romilly will at once be recalled. In 1853 a Bill was introduced into the House of Commons by the late Lord Hotham for the purpose of disqualifying the Master of the Rolls and certain ecclesiastical judges from sitting in the House, but it was thrown out on the third reading by a majority of 224 to 123. The large majority was generally attributed to the opposition of the late Lord Macaulay, whose speech against the measure was one of the greatest of his parliamentary successes. The minority in favour of the measure included Lord Selborne and the late Lord Chelmsford, while the late Lord Westbury, Sir A. Cockburn, and Mr. Gladstone were among the Noes. The judge of the Court of Admiralty formerly enjoyed the same exceptional privilege, and both Sir W. Scott and Dr. Lushington sat in the House of Commons while discharging judicial functions, but the latter was compelled to resign his seat for the Tower Hamlets at the first general election after the passing of the 3 & 4 Vict. c. 66, which disqualified the judge of the Admiralty Court. It may be remembered that when the question of the representation of the University of London was first mooted Sir J. Romilly expressed his willingness to become a candidate for that constituency; but when the Reform Act of 1867 was passed he had become a member of the Upper House. It is also worthy of notice that Lord Lyndhurst, while Master of the Rolls, sat for the University of Cambridge, and that Lord Stowell, while judge of the Admiralty Court, sat for the University of Oxford.

THE CORRESPONDENCE which has recently appeared in our columns upon the subject of affidavits by marksmen has raised questions which deserve the attention of the profession generally. Mr. Braithwaite having, in his reply to the question of our correspondent "J. H.", stated that it is still optional with the commissioner taking any such affidavit whether or no he shall read it over to the deponent, other correspondents have pointed out that rule 17 of the recently issued Rules of the Supreme Court makes it compulsory upon the commissioner to give at least a personal attention to such reading of the affidavit. Mr. Braithwaite's "reasons" were, no doubt, based upon his knowledge of the official construction put upon the new rule, which we are informed is in practice, as follows:—If the *jurat* to an affidavit sworn to by an "illiterate person" is so framed as to show that care has been taken to insure that such person has "apparently perfectly understood" the document, the spirit and intention of the rule are complied with—in other words, its real object is secured. Such a construction of the rule may, of course, only apply to the filing of the affidavit, but it is believed that no case has yet occurred

in which the court has refused to use any such affidavit simply because the letter of the rule has not been strictly followed. Whether, therefore, under these circumstances, and so long as the rule in question is not rigidly enforced, either by the court or in its offices, compliance with its letter, on the part of the commissioner taking any such affidavit, should be considered as optional with him or not, may, from an official point of view, be accepted, for the present at least, as an open question; but we can hardly advise commissioners to disregard the express provisions of the rule. Either the rule should be altered or the commissioners may, as suggested by our correspondent "J. H.," reasonably seek some special authorized remuneration in respect of the duty imposed.

IT IS UNDERSTOOD that between twenty and thirty election petitions have been placed on the file, and looking to the fact that each of them, if brought to trial, must, in accordance with the Parliamentary Elections and Corrupt Practices Act, 1879 (42 & 43 Vict. c. 75), be tried by two judges, and that by the present arrangements under the Parliamentary Elections Act, 1868 (31 & 32 Vict. c. 125), only three judges are detached to try them, it becomes a serious arithmetical question to consider how the work is to be got through. The rules which were issued under the Act of 1868 provide very fully for the transaction of a moderate amount of business by three judges working singly and contemporaneously. Thus, by rule 31, "the time and place of the trial of each election petition shall be fixed by the judges on the rota," and notice is to be given to all proper parties "fifteen days before the day appointed for the trial." By rule 34, "a judge may from time to time, by order made upon the application of a party to the petition, . . . postpone the beginning of the trial to such day as he may name," and by rule 35 (which, we should imagine will soon be found to be of much use), "in the event of a judge not having arrived at the time appointed for the trial, or to which the trial is postponed, the commencement of the trial shall *ipso facto* stand adjourned to the ensuing day, and so from day to day." By proceeding leisurely on the lines of these and the other rules, there seems to be little doubt that the whole set of petitions (assuming them all to come to trial) might be got through, allowing five days for each petition, and leaving the single judge to deal with all interlocutory applications—which by the Act of 1879 a single judge is permitted to do—in about twenty-five weeks. This is, however, scarcely as expeditious work as appears to have been intended, and the hearing of interlocutory applications by a single judge not in itself one of the triers of the petition might work inconvenience. What then must be done? The remedy is to be found in the 7th sub-section of the 11th section of the Act of 1868, which is as follows: "Where it appears to the judges on the rota, after due consideration of the list of petitions under this Act for the time being at issue, that the trial of such election petitions will be inconveniently delayed unless an additional judge or judges be appointed to assist the judges on the rota, each of the said courts (that is to say) the Court of Exchequer, the Court of Common Pleas, and Court of Queen's Bench in the order named, shall, on and according to the requisition of such judges on the rota, select one of the puisne judges of the court to try election petitions for the ensuing year; and any judge so selected shall, during that year, be deemed to be on the rota for the trial of election petitions." To put this sub-section in force would no doubt greatly tax our present judicial strength, but it seems to be a course almost imperatively required. It will be observed that the sub-section may be put in force *mero motu* by the requisitioning judges, but that there is no external machinery for bringing it into operation.

A LINK between the past and the present in legal history was severed by the death last week, at the age of ninety-five years, of Mr. Richard Mills, whose connection with the Court of Chancery extended from the Chancellorship of Lord Eldon to that of Lord Hatherley. Born in 1785, Mr. Mills appeared to have become connected with the Six Clerks' Office about the year 1814, and was for several years one of the sworn clerks of the court. By 5 & 6 Vict. c. 103, s. 1 (which came into operation on the 28th of October, 1842), the offices of Six Clerks, Sworn Clerks, and other offices in chancery were abolished, with a reservation of the right to recover fees for business already done. By section 4 Mr. Mills was appointed one of the first taxing masters of the court, another section having created that office and fixed the salary at £2,000 per annum. Section 10 prohibited the newly-appointed taxing masters from receiving any fees, but section 12 enabled the holders of the offices which were abolished to make a claim for compensation, the amount of which was to be determined by the Lord Chancellor upon an estimate of three years' average amount of fees and emoluments of the office, and was to be not less than three-fourths nor more than the whole of this amount. It was also provided that, in the case of a Sworn Clerk appointed to any public office, such portion of the compensation as the Lord Chancellor should direct should cease to be payable, provided that the reduction should not make the annual income from salary and compensation combined less than the full net annual value of the fees, &c., in respect of which the compensation was awarded. From the Civil Service Estimates for the present year it appears that Mr. Mills' salary at the time of the passing of the Act of 1842 was estimated at £6,580 12s. 9d., which amount he received till his resignation in 1871 of the office of taxing master. His retiring pension is stated at £4,935 9s. 7d., and this pension is not yet at an end, since section 14 of the same Act enacts that ("inasmuch as the business of a Sworn Clerk has been treated as a subject of sale and succession, and has been commonly sold for half the profits during the seven years next after a sale") half of the annual amount awarded to any sworn clerk shall be paid for seven years after his death to his executors, administrators, or assigns as part of his personal estate.

At the last Birmingham Sessions the recorder, Mr. Dugdale, sentenced a youth named Kavanaugh to four years detention in a reformatory. Major Preston, the governor of the gaol, has since written to the recorder declaring his inability to find reformatory willing to receive the youth unless the weekly maintenance fee is guaranteed by the local authority under the Prisons Act. The corporation hold that they are not liable for such contributions, and as the Government refuse to pay the money or increase their present reformatory grant of 6s. per head per week the sentence cannot be carried out.

At the Kirkdale Quarter Sessions on the 27th ult., Lord Derby drew attention to the subjects of which he had given notice—viz., the holding of more frequent sessions and the appointment of a stipendiary chairman. His lordship argued that it was unfair for prisoners to be detained in gaol waiting their trial for a longer period than was absolutely necessary, and further that that, with the growth of the population the work of the court was continually increasing, and they might expect that it would increase still more. Then there was a general feeling that the assize judges had to deal with a great many small and unimportant cases, which might just as well be disposed of at the sessions, and they might expect that before long cases of this kind would be sent to the sessions. With regard to the appointment of a paid chairman, he found that this could not be done without the authority of an Act of Parliament. This would necessitate some delay, which would not be without advantage, as considerable difference of opinion on the point existed among the magistrates at present. In the meantime, he (his lordship) was quite willing to suit the convenience of the magistrates, and if it was their wish he would postpone his retirement until some more suitable time.

THE LIABILITY OF AN UNNAMED PRINCIPAL.

The case of *Irvine v. Watson* (28 W. R. 353), recently decided by Bowen, J., on further consideration, establishes an important distinction between cases where an agent in contracting for the purchase of goods on account of his principal makes no mention of his principal at all, and cases where he mentions the existence of a principal but does not mention his name. It was held that whereas in the former class of cases the seller, upon discovery of the principal, cannot have recourse to him if, in the meanwhile, the principal has *bond fide* settled with the agent for the price of the goods, in the latter class of cases the seller may be entitled to have recourse to the principal though he has *bond fide* paid the agent, unless there has been such conduct on the seller's part—e.g., delay in applying to the principal—as might justify the principal in concluding that the seller was not looking to his credit but that of the agent.

Though the law on the subject is at present well settled, originally there was some doubt as to the position of the principal when the agent, in making the contract, had not mentioned his existence. The leading authority on the subject is *Thompson v. Davenport* (9 B. & C. 78). In that case it was held that the seller could only have recourse to the principal, on discovering his existence, if he had not meanwhile paid the agent, or the state of the accounts between the principal and agent did not render it inequitable that the seller should any longer look to the principal for payment. The statement of the proviso which relieves the undisclosed principal in certain cases from all necessity to pay the seller, was thought by Parke, B., and the other judges, in the subsequent case of *Heald v. Kenworthy* (10 Ex. 745), to be too large without further explanation, and they expressed the view that the only case in which the seller, under such circumstances, was precluded from having recourse to the undisclosed principal, when discovered, was when the seller, by some conduct of his own, had misled the principal into paying or settling with his agent in the *interim*. But in the case of *Armstrong v. Stokes* (L. R. 7 Q. B. 599), the Queen's Bench did not adopt this narrower view, and they revert to the wider language used by Lord Tenterden in *Thompson v. Davenport*. It is now, therefore, the law that a seller who has given credit to an agent believing him to be a principal cannot have recourse to the undisclosed principal if the principal has *bond fide* paid the agent at a time when the seller still gave credit to the agent and knew of no one else except him as principal.

Doubts have been expressed whether, under any circumstances, the seller ought to be allowed to have recourse to a person to whom he never gave credit and whom he did not know in the transaction at the time when the contract was made. But, on the whole, it would seem that if there has been no settlement between the agent and the principal, and no other circumstances exist rendering it inequitable that the seller should have recourse to the principal, it is just that he should be allowed to have such recourse. The seller has not been paid for his goods, the agent had authority to pledge the principal's credit, and the principal had the benefit of the goods. Why should not the party who has had the benefit of the goods, not having paid for them, pay their price to him who has parted with his goods in consideration of being paid such price? If the seller is allowed to look only to the agent, it must be on the footing that the sale of the goods is only as between the seller and the agent. What, then, is the relation between the agent and the principal as regards the goods? Clearly, the agent cannot be vendor of the goods to his own principal. It seems to create a legal illogicality if, though the agent buys for the principal, the seller is not to be held to have sold to the principal. It seems logically to

follow that if the agent cannot pay for the goods, and therefore, the seller will not deliver them, the principal could not enforce delivery on tendering the price. If the seller is to have no rights upon the contract against the principal, would it not follow that the principal can have no rights against him? It would appear that the true view must be that the sale is really one to the undisclosed principal, and that the ordinary relation of seller and purchaser arises between the seller and the principal when the latter is discovered or discovers himself, subject to the proviso stated in *Thompson v. Davenport*. That proviso appears to be in the nature of an equity arising by way of exception to the general rule that the seller is entitled to treat the principal as the purchaser of the goods on discovering him. The true basis of this equity seems at first sight somewhat doubtful. The question may be asked why, inasmuch as the principal knew that the agent was contracting on his behalf with another, that other should not have as against him all the rights that arise under a contract of sale made without the intervention of an agent? It appears to us that the doctrine must rest on some such considerations as these. It would be inconvenient, as a matter of business, that the principal should in all cases be obliged to seek out and pay the seller whether the seller demanded payment of him or not. The purchaser may not know who the seller is, or may know little or nothing of him, and the more natural and convenient course of business would probably in many cases be for payment to be made to the agent as the party whom the purchaser knew in the transaction. The seller, who was content in the first instance to contract with the agent as a principal, and who gave credit to him and not the principal, cannot say that it is any hardship upon him to look to the agent for payment if the purchaser has already paid the agent.

Bowen, J., held that different considerations apply to the case when a principal's existence is disclosed though his name is not disclosed. The reasons for this distinction may be gathered from his judgment. The difference between the two classes of cases seems to be that the seller, when the existence of a principal is disclosed, may be considered as, to some extent, relying on the credit of the unnamed principal. It was a part of the contract in the case we are discussing that the seller should be entitled to a disclosure of the name of a principal deemed satisfactory by the selling broker by a certain time, or else that the purchasing broker should be liable as principal himself. It seems somewhat strange, but it does not appear from the statement of the facts made by the learned judge whether this term was insisted on, and the name of the principal demanded by the plaintiffs. If not, an argument might have arisen that the plaintiffs had elected to trust the agent. It would appear probable that the name of the principals must have been disclosed in accordance with the terms of the contract. If the seller is to be considered as relying to some extent, at least, on the credit of the principal, it is obvious that the case differs very materially from the first class of cases, where the existence of a principal is not disclosed until after payment made to the agent. It may be urged on behalf of the principal in such a case that he does not know that the agent has disclosed the existence of a principal, but that is answered by the fact that he has authorized the agent to bind him to a third party, and knows that he has done so. It seems, perhaps, rather strange that the principal's conduct having been exactly the same in both classes of cases (for in either case he may not know what the agent has done with regard to the disclosure of his principal), in the one he should have to pay twice over, and in the other not. But in the first class of cases the seller, having been content to contract upon the credit of the agent only, has no hardship to complain of, if the principal having paid the agent, he is compelled to look to the person with whom alone he contracted for payment. In the latter class of cases the seller has relied upon the

credit of some one behind the agent, and that person did authorize the agent to pledge his credit. Therefore, at least, there are counterbalancing considerations on either side, and it would appear that the general rule of law which makes the principal liable upon the contract must prevail against the special exception allowed to prevail in the case where the seller having treated the agent as principal it is no hardship upon him to be obliged to look to the agent only.

The qualification of the rule laid down in the case we are discussing is an obviously just one. If the seller in a case of this sort, where it is doubtful whose credit he is looking to, pursues a course from which the principal may fairly conclude that he is looking to the credit of the agent only, the principal is then justified in paying the agent and cannot be compelled to pay over again to the seller. It seems to us that the distinction made between the two classes of cases in *Irvine v. Watson* is a somewhat fine one, but still the reasons given for it are of great weight and substance. If this case goes to appeal we shall look for the decision with considerable interest, for there seems to us to be a good deal to be said on both sides.

THE LIABILITY OF AN ACCEPTOR IN BLANK.

The point decided in the case of the *London and South-Western Bank v. Wentworth* (28 W. R. 516) is one of considerable importance, though the decision appears to follow pretty plainly from previous decisions. The decision was that, when a bill is accepted in blank for the purpose of being negotiated, and is afterwards filled in with the name and signature of a person as drawer and indorser, the acceptor cannot, as against a *bond fide* indorsee for value, adduce evidence to show that either the drawing or indorsement is a forgery. It was argued that, although one who accepts in blank gives authority to write a fictitious name as drawer, he gives no authority to give the bill currency in the name of a real person as drawer for a fraudulent purpose, nor to forge the signature of a real person, either as drawer or indorser. The evidence, it was urged, might show that the signatures of the drawing or indorsement were imitations of a real person's writing and forgeries, or it might show that the drawing was genuine, and the indorsement a forgery. Some one might have picked up the bill in the street and forged the indorsement. It does not seem to us that these arguments will hold water, but they certainly suggest some interesting considerations with regard to the law of negotiable instruments.

It is not quite so easy as, at first sight, it might be thought to express the principle upon which the class of cases were decided, to which the case we are discussing belongs. We do not think the judgment gives altogether satisfactory expression to it, though the considerations involved are very fully discussed. In ordinary cases, when the acceptance is subsequent to the drawing, the acceptance admits the drawing. The acceptance, however, does not necessarily admit the indorsement. For instance, if a bill is drawn payable to the order of the payee, and accepted, the acceptance does not admit the indorsement. If such indorsement be forged, even a *bond fide* holder cannot make a good title to the bill and so cannot recover upon it. The acceptor's position would appear to be that he never undertook to pay except to the person ordered by the payee, and it turns out that there is no such person, because the payee never made any order. The question is wherein does this case differ from that where the acceptance is in blank and a forged indorsement is filled in afterwards? In summarizing the cases where the acceptor has signed his name upon a blank piece of stamped paper, or on a paper upon which a drawing in blank has been written, the judgment in the case we are discussing says that

the acceptor is liable to a *bond fide* holder for value without notice if the name of a stranger or a fictitious name be inserted as drawer, and that the reason is not because the acceptor gave any authority for this or that name to be inserted—for in truth he gave no such authority—but because in favour of commerce it is essential to uphold the negotiability of bills of exchange. The decision in the case itself is that there is no distinction for this purpose between the insertion of a fictitious name and the forgery of the name of a real person; the grounds given being that the party giving the blank acceptance has, by his act, enabled currency to be given to the bill and money to be obtained upon it, and that in the interests of commerce the *bond fide* holder ought to be protected. The notion that any question of authority is involved is rather deprecated.

We believe that the judgment really proceeds on the true principle; but it does not seem to us anywhere to formulate any *ratio decidendi* very accurately. It may be that the term "authority" ought really to be confined to cases where there is actual authority, but it is often used more loosely, as in cases where a person by his conduct or previous course of dealing has entitled another to presume the existence of an authority as against him though no actual authority was given. It may be that it is not a question of authority; but it does seem to us, on consideration, that the class of decisions we are discussing may turn, to some extent, on inferences as to intention which may justly be drawn from the act of the party giving the blank acceptance as against himself, and that, using words in their strict signification, the decision cannot depend solely on the grounds that the person giving the blank acceptance has enabled the fraud to be committed, and that the law favours the negotiability of bills of exchange. In the case where the bill of exchange is accepted in due course, but the indorsement is forged, the acceptor has, by accepting, conferred on the bill an outward appearance of validity upon the faith of which the *bond fide* holder has acted. It may be said that the *bond fide* holder should inquire and satisfy himself as to the genuineness of the indorsement; but so in the case of the blank acceptance to which an indorsement is forged, the *bond fide* holder might have inquired. The favour the law shows to the negotiability of bills of exchange does not go to the length of holding that the acceptor is bound to pay the *bond fide* holder upon every bill that appears on the face of the instrument to be regular, and to be regularly drawn and indorsed. Though the instrument be negotiable, it is subject to defects of title, by which a *bond fide* holder may suffer without any real negligence on his part. The formula required, which, to our mind, the judgment in the case we are discussing does not, with exactitude, develop, is precisely that which may distinguish the case of a forged indorsement of a bill accepted in blank from that of a forged indorsement of an ordinary bill.

An important distinction is pointed out in the judgment between the two cases—viz., that where the bill is accepted payable to the order of a real person, that person has a title to the bill, which remains in him, notwithstanding the forged indorsement, and until he has indorsed the bill. It would be obviously monstrous that the acceptor should be bound to pay two persons on the same bill. In the case of the bill accepted in blank, and then indorsed in a fictitious name, or by a forged indorsement, there is no real person who is entitled to indorse and recover upon the bill. It is, therefore, really quite immaterial to the acceptor what name is filled in. He has, perhaps, been cheated out of the proceeds of his acceptance—as happened in the case we are discussing—but whether this was done by forging the name of a real person, or by means of indorsing a fictitious name, or of a genuine indorsement, is to him quite immaterial. This is a substantial distinction, and it seems to lie very near the true principle of these

cases, but it has nothing to do with the consideration that the acceptor enabled currency to be given to the bill by his act, or with any particular degree of favour which the law accords to the negotiability of bills of exchange. There is no doubt that the law favours the negotiability of bills of exchange in the sense that the *bond fide* holder's apparently good title cannot be impeached by reason of fraud on the part of a previous holder; and also that a bill indorsed in blank may be transferred by a person who has no title to it himself; but the present case differs altogether, because the question here is whether there was a good indorsement so as to confer the quality of negotiability on the bill, and it is clear that an acceptor by accepting does not necessarily admit the indorsement.

It seems to us that though the case may not turn on a question of authority, strictly so called, it does turn on the responsibility of a person for the acts of another whom he has intrusted with certain facilities, and set in motion for a certain purpose. Of course, in one sense, there was no authority given by the acceptor to commit a forgery—that is, there was no actual authority, neither was there any holding out of authority by conduct, for the *bond fide* holder of the bill did not act upon the experience of any previous transactions. But the mere fact that the acceptor enabled the fraud to be committed is not enough. If a man leaves in a drawer a blank acceptance, which is afterwards stolen and filled in by the thief, and passed away to a *bond fide* holder, the acceptor is not liable: *Baxendale v. Bennett* (26 W. R. 899.) The basis of the acceptor's liability in the case we are discussing seems to be that he had intrusted another with the blank acceptance and set him in motion for the purpose of obtaining money thereon, so giving him in fact the power of filling up the blank acceptance in whatever way he pleased, it being quite immaterial to the acceptor how he did so. A man who gives to another the unlimited sort of commission involved in giving a blank acceptance cannot afterwards as against a *bond fide* holder be heard to say that that other has exceeded his authority. In the case of *Baxendale v. Bennett* the act of the defendant in creating the blank acceptance enabled the stealer to give currency to the bill, but, as that happened entirely contrary to the will and intention of the defendant, he was not liable. Here the acceptor does will and intend that the blank acceptance shall be put in circulation and gives it to a person for the purpose, leaving it to such person to fill it in and obtain money upon it. The principle seems to be that where a person, for the purpose of procuring a benefit to himself—viz., an advance of money by means of a negotiable instrument—commits to another entirely the choice of the mode of carrying out the transaction, intrusting to him the business of framing the negotiable instrument to which the signature will give apparent validity, and so, giving that other the means of obtaining money from a *bond fide* holder, he cannot afterwards be heard to say that the instrument is void. The case really turns on the fact that the acceptor in blank trusted the person who committed the forgery, and voluntarily gave him the means of forging a negotiable instrument.

Following the ancient custom, Lord Selborne was sworn in as Lord Chancellor at Lincoln's-inn on Thursday morning, in the presence of all the Chancery Judges, and Mr. Gleasse, as the senior Queen's Counsel present, moved, "That the oaths be recorded."

The business of the Bradford County Court has during the past few years increased to such an extent that it has been found necessary to appoint a second registrar. Mr. Edmund Lee, who has been deputy-registrar about two years, has received the appointment and will act in conjunction with the present registrar, Mr. George Robinson.

Reviews.

COSTS.

COSTS IN THE HIGH COURT OF JUSTICE AND OTHER COURTS.
By JOHN SCOTT, Esq., Barrister-at-Law. Fourth Edition. Stevens & Sons.

This new edition of Mr. Scott's well-known work embodies the changes effected since the Judicature Acts, and, so far as we have examined it, appears to be accurate and complete. The bills given include, besides costs in the several Divisions of the High Court, costs of parliamentary and municipal election petitions; costs under the Regulation of Railways Act, 1873; costs of arbitrations, and costs in the county courts, Probate, &c., Division, Houses of Lords and Commons, Crown Office, and bankruptcy. Short practical notes are added; and to the sections relating to costs of parliamentary election petitions there is prefixed an introduction, likely to be of special interest at present, in which the whole subject of these costs is discussed, and extracts are given from the judgments in the modern cases. The least satisfactory part of the book is the index, which strikes us as somewhat scanty.

INTERNATIONAL LAW.

ELEMENTS OF INTERNATIONAL LAW. By HENRY WHEATON, LL.D. Second English Edition. By A. C. BOYD, Barrister-at-Law. Stevens & Sons.

It is not yet two years since we reviewed Mr. Boyd's first edition of this work, and the present edition offers little matter for fresh observation. Mr. Boyd has printed the Treaty of Berlin and the Anglo-Turkish Convention in full in the appendix, but we observe that he has omitted to notice in the text, at p. 259, the provisions of the first mentioned treaty relating to the neutrality of the Danube. Nor have we found any reference to the question of whether the prohibition of privateering by the Declaration of Paris would extend to ships which, though belonging to private owners, and intended to be used only for capturing merchant ships, are placed under the control of the State and are manned by officers of the State. The question has, since the publication of the last edition, threatened to become a practical one; and it would at least have been desirable that the Prussian decree for a voluntary marine, issued during the Franco-German War, should have been noticed.

SNELL'S EQUITY.

THE PRINCIPLES OF EQUITY. By EDMUND H. T. SNELL, Barrister-at-Law. Fifth Edition. To which is added an Epitome of the Equity Practice. Second Edition. By ARCHIBALD BROWN, Barrister-at-Law. Stevens & Haynes.

In the present edition Mr. Brown has certainly improved upon his last edition of Snell, but there are points remaining on which further amendment is not undesirable. There is occasionally a lack of precision and definiteness of statement, as, for instance, in the statement on page 288 as to executors' retainer:—"But any creditor, who is at the same time executor of the deceased, may retain to himself his own debt in full, at least out of the legal assets and as against other creditors in equal degree, but subject to certain restrictions." What a student wants is to have concisely stated the exact limits of a doctrine. Again, at p. 318 the student is directed to "see an unreported case of *Hill v. Astley*, Lanc. Ch. Crt. 1878 (Little, V.C.); it would be instructive to know how and where this case is to be seen. On page 511 Mr. Brown first of all cites *Matthew v. Northern Assurance Company* (27 W. R. 52) as an authority for the proposition that an assurance society is not in a fiduciary relation towards the person entitled to the policy moneys, and then remarks, "But see *In re*

"*Haycock's Policy*" (24 W. R. 291), as if the latter case were opposed to the proposition in the text. It is hardly necessary to say that in *Haycock's case* the Master of the Rolls said that an insurance company in the circumstances mentioned is a mere debtor. On the whole, however, the book maintains its ground.

THE NEW RULES.

A COMPLETE INDEX TO THE RULES OF THE SUPREME COURT, APRIL, 1880, AND TO THE FORMS. By EDWARD SWAIN. Stevens & Sons.

This is an almost indispensable addition to the recently issued rules. The index appears to be intelligently framed, and is issued in a size adapted to bind with the official edition of the rules.

General Correspondence.

To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

THE NEW ORDERS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Under the new orders—ord. 57, r. 42—"the time for delivering or amending any pleading may be enlarged in writing without application to the court or a judge."

This rule the masters and their clerks are endeavouring to enlarge, by refusing to draw up any orders for time where consent has been given; and they have intimated that unless a previous application to the other side for a consent before taking out the summons has been made, the party applying will have to pay the costs. This reading of the rule is causing great inconvenience to the profession; it necessitates calling very often twice on your opponent and then results in a summons after all. If the order had been made "that when a party indorses a consent on a summons for time, no order need be drawn up," that perhaps would have been better. But there is one thing that seems to have escaped the attention of the framers and the constructors of the rule—the loss to the Inland Revenue without a corresponding benefit to the public. So far as my experience tells me, it will make at least 200 to 250 summonses and orders per day loss to the revenue. Taking, say, 100 summonses at 2s. and 100 orders at 3s. per day, the loss will be £25, or £7,800 per year. Then if the district registries do the same, the loss will be very much greater; but take them the same as London, and the loss will be £15,600 per year, sufficient to pay for two new judges and their subordinates.

J. F. GILES.

8, Ely-place, London, E.C., April 26.

■ A singular point, says the *Albany Law Journal*, has been decided in the New York City Common Pleas. It seems that on the trial below the plaintiff's cause was conducted by a law clerk not admitted to practice. He also gave testimony, and on cross-examination it appeared that he was not an attorney and counsellor. Objection was then made to his conducting the cause any further, but the objection was ignored, and he conducted the cause to the close. The General Term set aside the judgment as *void*. This is under sections 63 and 64 of the Code of Procedure. The former forbids any person not admitted as an attorney and counsellor to "make it a business to practise as an attorney" in New York or Kings County; and the latter makes a violation of that prohibition a misdemeanor; and also enacts that any judge or justice in either of those counties "who knowingly permits to practise in his court" any such person, is guilty of a misdemeanor.

Cases of the Week.

BILL OF SALE—VALIDITY—REGISTRATION—ATTESTATION BY SOLICITOR—EXPLANATION TO GRANTOR—STATEMENT OF CONSIDERATION—BILLS OF SALE ACT, 1878 (41 & 42 VICT. C. 31), ss. 8, 10.—In a case of *Ex parte The National Mercantile Bank*, before the Court of Appeal on the 22nd ult., some important questions arose upon the construction of the Bills of Sale Act, 1878. The trustee in the liquidation of the grantor of a bill of sale sought to have it declared invalid against him, on the ground that the provisions of the Act had not been complied with. One of the objections was that the occupation of the grantor had not been sufficiently stated in the affidavit made on the registration of the deed. He was stated to be a farmer and an auctioneer, and it was alleged that he was also carrying on the business of a bill discounter, and that he ought to have been so described. On this ground mainly, the Chief Judge held (28 W. R. 399) that the bill of sale was void as against the trustee. The Court of Appeal (JAMES, BAGGALLAY, and BRAMWELL, L.J.) held, upon the evidence, that the grantor had, before the execution of the deed, ceased to carry on the business of a bill discounter, and, on this ground, overruled the objection. Another objection was that the effect of the deed had not been fully explained to the grantor by the solicitor who attested his execution of it. The attestation clause stated that before the execution of the deed by the grantor the effect thereof had been duly explained to him by the attesting solicitor. There was evidence that the grantor had not been informed of one of the most material clauses in the deed. The Court of Appeal held that, even if the true construction of section 10 of the Act was that the attesting solicitor must explain the effect of the deed to the grantor, section 8 did not, on account of the omission to explain, make the deed void against any one. But they were further of opinion that all that section 10 requires is that the attestation clause shall state that the effect of the deed has been explained to the grantor, and that it does not require that the explanation shall, in fact, be given. JAMES, L.J., said that section 8 contained no provision making a bill of sale void against any one because the attesting solicitor had omitted to explain the effect of it to the grantor, and it was not for the court to introduce into the Act an enactment which was not to be found there, merely because it might think that it would be a logical addition. But he thought that the attestation of the deed by a solicitor, with the statement that he had explained the effect of the deed to the grantor, was all that the Act required. The Legislature intended to give to the grantor the protection of a solicitor pledging his word that he did give the explanation. The protection might not in all cases be effectual, but it was all that the Legislature intended to give. A solicitor was an officer of the court, and was liable to serious consequences if he neglected his duty. BRAMWELL, L.J., said that, paradoxical as it might appear, he thought that the Act did not require that any explanation should be given by the solicitor to the grantor; all it required was that the attestation clause should state that the explanation had been given. He did not think that this provision was meant for the protection of the grantor. The title of the Act stated that it was intended to prevent frauds on creditors. He thought the object of the provision was to prevent a man's being made a party to a fraud on his creditors; it was for the protection of creditors. Probably the object was to secure the presence of an intelligent man when the execution took place, and the object of requiring a statement in the attestation clause that the effect of the deed had been explained to the grantor was that there might be a reasonable certainty that the explanation had in fact been given. If any other construction were given to the section the consequences would be shocking. Every bill of sale would, in the event of the bankruptcy of the grantor, be called in question, and the bankrupt, who would always wish to increase the amount of his assets, would be called as a witness on behalf of the trustee to prove that there was some omission in the explanation given to him of the effect of the deed. The third objection to the bill of sale was that the consideration which was given for it was not duly stated in it in compliance with section 8 of the Act. The deed purported to be

made in "consideration of £2,050 paid by the mortgagees to the mortgagor at or before the execution hereof." The evidence showed that, when the bank consented to make the advance, it had been agreed between them and the grantor that he should apply £550, part of the advance, in taking up two promissory notes and a bill of exchange which he had given to the bank as security for some previous advances made by them to him. One of the notes fell due a week, and the other about five weeks after the execution of the bill of sale. The bill of exchange fell due about a fortnight after. The Court of Appeal held that the requirement of section 8 had been complied with.

JAMES, L.J., said that when the section said that the consideration must be set forth, it meant that it must be truly set forth; prototypically it was not necessary that it should be set forth with minute accuracy, but it must be set forth in substance. In this case he was of opinion that the consideration was the £2,050 which was lent to the grantor. It had been contended that any collateral bargain as to the application of the consideration ought to be set forth as part of the consideration, and that in the present case the deed ought to have contained recitals showing the whole of the transaction. His lordship could not, however, see that the Act required recitals of the motive and object of the advance. It seemed to him that the motive of the lender in making the loan formed no part of the consideration for the deed. The consideration was the money which was advanced to the borrower, though he was to pay money out of it in a particular way. The Act required that the actual consideration should be stated; it did not require the statement of any collateral bargain relating to it. Of course, if there was a bargain that the money should be at once returned to the lender, that would be a mere sham. But where the bargain was to apply part of the money advanced in payment of a real debt due at the time of the execution of the deed, there was no reason for calling it a sham, or for saying that the Act required it to be stated. What the Act required to be stated was the real consideration as between the grantor and the grantee, that which, if the Act had not been passed, would have been properly stated in the deed as the consideration for it. BAGGALLAY, L.J., said he thought the case of *Ex parte Carter* (27 W. R. 943, L. R. 12 Ch. D. 908), which had been relied upon, was distinguishable, though he was by no means satisfied that he should have agreed with the decision of the Chief Judge in that case. BRAMWELL, L.J., said that he had felt a good deal of difficulty about the consideration, but on the whole, his opinion was in favour of the appellants. Although in a certain sense the grantor could have gone away from the bank with the whole £2,050, and the bank could not have stopped him, but could only have brought an action against him, yet there was a bargain that he should go away with only £1,500. But the Act only required that to be stated as the consideration which would, previously to the Act have been properly stated as the consideration; if the statement would have been accurate before the Act, it was accurate still. But his lordship said that he did not feel so confident on this point as on the other two. He also expressed an opinion that such a rigorous Act as the Bills of Sale Act ought not to be too rigorously enforced.—SOLICITORS, J. J. Irving; Ashurst, Morris, & Co.

SECURITY FOR COSTS—MARRIED WOMAN—NEXT FRIEND—DISCRETION OF COURT—ORD. 16, R. 8—ORD. 55, R. 2.—In a case of *Martano v. Mann*, before the Court of Appeal on the 28th ult., a question arose as to security for costs. The action was brought by a married woman, by a widow as her next friend, for the execution of the trusts of a settlement. The defendants had consented to a motion for the appointment of a receiver, and after this they applied to Bacon, V.C., for an order that the next friend should give security for costs, alleging that she was a pauper, and that they had only recently discovered this fact. Bacon, V.C., refused the application. Before the argument on the appeal was concluded, the court (JESSEL, M.R., and BAGGALLAY and BRAMWELL, L.J.J.) suggested that, as rule 8 of order 16 enables a married woman, with the leave of the court, to sue in her own name, the name of the next friend should be struck out. The defendants would thus have, by means of the separate property of the married woman, the same security for costs that a defendant has in an ordinary case. This suggestion was acceded to, and an order was made accordingly. JESSEL, M.R., said that he was satisfied that, under the

Judicature Rules, the court had a judicial discretion to allow a married woman to sue in her own name with or without giving security for costs, and as to requiring a next friend to give security for costs. The old rule of the Court of Chancery, that the application for security must be made before the next material step in the cause was taken, had been abrogated, and neither the Chancery Division nor the common law divisions were now fettered by the old rule of the Court of Chancery, or by the old rule of the common law courts, that the application must be made before issue was joined.—SOLICITORS, Hine-Haycock & Bridgman; Joseph E. S. King.

TRADE NAME—INFRINGEMENT—RIGHT TO USE NAME OF DECEASED PERSON.—In a case of *Massam v. J. W. Thorley's Cattle Food Company*, before the Court of Appeal on the 27th ult., the action was brought by the executors of a testator named Joseph Thorley, who had manufactured and sold an article which he called "Thorley's Food for Cattle," and had by his will directed that his business should be carried on by his executors, to restrain the defendant company from representing that any cattle food manufactured and sold by them was manufactured and sold by the testator, or by his executors, and from representing that they were carrying on the business which had been carried on by the testator. J. W. Thorley, whose name was used by the company, was a brother of the testator, and had been in his employ, and had thus become acquainted with the secret of the composition of the cattle food. The defendant company was formed after the death of the testator, and J. W. Thorley was induced to allow the use of his name and to take one share in the company. It was proved that the article sold by the company was substantially the same as that which was sold by the plaintiffs. The company sold their article in packets enclosed in a wrapper almost exactly the same as that which was used by the plaintiffs. Malins, V.C., dismissed the action, and in so doing founded his judgment to a great extent on the order of Lord Romilly, M.R., in *James v. James* (20 W. R. 434, L. R. 13 Eq. 421), that after the death of an inventor, who has sold the article which he manufactures under his own name, any person making the same article is entitled to sell it, and to describe it by the name of the inventor, though he could not have done so during the inventor's lifetime. The Court of Appeal (JAMES, BAGGALLAY, and BRAMWELL, L.J.J.) were of opinion that the company had no right to use the name, "Thorley's Food for Cattle," and they granted the injunction asked for. JAMES, L.J., said that he could not agree with the reasoning of Lord Romilly in *James v. James*. He could not see how the right of the original inventor was lost by his death, nor why he couldn't not transmit it to his representatives. His lordship also said that the well-known judgment of Knight Bruce, L.J., in the case of *Burgess v. Burgess* (3 De G. M. & G. 896) had been very much misunderstood, and that the judgment of Turner, L.J., in the same case was much more accurately expressed, and had been adopted by the House of Lords in *Witherspoon v. Currie* (L. R. 5 H. L. 508).—SOLICITORS, Collyer-Bristow, Withers, & Russell; W. Eley.

APPEAL—OBJECTION AS TO TIME—COSTS—AFFIDAVITS FILED BY RESPONDENT AFTER APPEAL SET DOWN.—In a case of *Ex parte Fardon's Vinegar Company*, before the Court of Appeal on the 22nd ult., the appellants had, after they had set down their appeal, filed some new affidavits, and the respondent had filed affidavits in reply. On the opening of the appeal the respondent's counsel took the objection that the notice of appeal had been given too late. The appellants' counsel admitted that this was so, but urged that the respondent, if he intended to rely on this objection, ought not to have filed any new affidavits, and that the appellants ought not to be ordered to pay the costs of those affidavits. The Court (JAMES, BAGGALLAY, and BRAMWELL, L.J.J.) dismissed the appeal with costs, on the ground that it was too late, but expressly excluded the costs of the respondent's new affidavits.—SOLICITORS, Llewellyn, Ackrill, & Hammach; Tippets, Son, & Tickle.

ADMIRALTY ACTION—COLLISION AT SEA—ACTION BY OWNERS OF CARGO—COSTS.—In a case of *The City of Manchester*, before the Court of Appeal on the 23rd ult., the action was brought by the owners of the cargo of a ship which had been sunk in a collision at sea to recover the value of

the cargo from the owners of the other ship. Sir R. Phillimore held that both ships were to blame for the collision, and that, consequently, the plaintiffs could recover only half the damage. But he held (27 W. R. 697, L. R. 5 P. D. 3) that the ordinary rule that, when both ships are to blame, no costs are given on either side, did not apply when the action was brought, not by the shipowners, but by the owners of the cargo, and he gave the plaintiffs their costs against the defendants. The Court of Appeal (JAMES, BAGGALLAY and BRAMWELL, L.J.J.) held that, as the plaintiffs had claimed more than they were entitled to—viz., the whole damage instead of only half—they must bear their own costs. But their lordships did not decide how the costs must have been borne supposing that the plaintiffs had claimed only half the damage, and the defendants had refused to pay anything.—**SOLICITORS, Gellatly, Son, & Warton; Stokes, Saunders, & Stokes.**

LEASE OF MINE—FORFEITURE—BREACH OF COVENANT BY LESSEE TO WORK.—On the 24th ult. the Court of Appeal (JAMES, BAGGALLAY, and BRAMWELL, L.J.J.) affirmed the decision of Jessel, M.R., in the case of *Kinsman v. Jackson* (28 W. R. 337). The question was whether the lease of a china-clay mine had been forfeited by reason of a breach of contract by the lessees. The lease contained a licence by the lessees to dig, work, and search for china clay within certain land, and all such china clay, when found, to wash, cleanse, prepare, and make merchantable and fit for sale. And the lessees covenanted that they would, during the term, work for china clay in the most proper and effectual manner, and with a reasonable number of men kept employed on the works at all reasonable and usual working times, so that the china clay there to be found might be raised, washed, and made merchantable as speedily as possible. No clay had been raised for some months, but during all that time the lessees had employed their men in washing and preparing for sale clay which had been already raised. Jessel, M.R., held that there had been a breach of the covenant, and refused to restrain the lessor from enforcing the forfeiture of the lease. This decision was affirmed by the Court of Appeal.—**SOLICITORS, J. & R. Gill; Bell & Steward.**

WITNESS—PRIVILEGE—POURSUANT OF HERALDS' COLLEGE.—In a case of *Slade v. Tucker*, before the Master of the Rolls on the 23rd ult., a question was raised as to whether "Rouge Croix," one of the poursuivants of the Heralds' College, was entitled to privilege from examination. The position of a poursuivant appears to be in the nature of a confidential adviser to persons attempting to make out their pedigrees, and it seems that such persons are obliged to appoint a poursuivant to act on their behalf in investigations in the Heralds' College. It was argued that, from their position as quasi-legal advisers on matters of pedigree, they were within the ordinary doctrine of privilege as applying to counsel or solicitor, and hence are not bound to disclose any communication between themselves and the persons they were advising. JESSEL, M.R., was of opinion that the ordinary rule of privilege did not extend to poursuivants in the Heralds' College, in fact only extended to barristers and solicitors, or persons acting for the solicitors, such as their clerks or town agents. He therefore held that Rouge Croix was bound to answer. Such privilege had been unavailable for a priest as to matters communicated to him in confession, and it was argued that the action was brought to restrain Rouge Croix from parting with, or disclosing the contents of, certain books of evidence which it was alleged were in his possession, and which it had been agreed some years before by the defendant to a litigation, to whom they belonged, should be handed over to the present plaintiff. A motion was made to restrain any dealing with the books until the trial, and Rouge Croix was cross-examined on an affidavit he had made as to their custody, and denied that he had ever had the books in his possession, or had even seen them for some months. On this no order was made on the motion, his lordship remarking that the plaintiff had evidently made the wrong person defendant.—**SOLICITORS, Ward, Mills, & Co.; Lodge.**

PRACTICE—AFFIDAVIT—STRIKING OUT—COSTS—SCANDAL—“IMPROPER, UNNECESSARY, AND OF UNNECESSARY LENGTH”—**RULES OF COURT, 1875, ORD. 37, R. 3—RULES OF COURT (COSTS), ORD. 7, R. 18.**—In a case of *Bragenton v. Yates*, before the Master of the Rolls on the 23rd ult., a motion was made to strike out an affidavit intended to be used at the trial on the ground of scandal. The affidavit set out *verbatim* numerous long letters filling many printed pages of the affidavit from a third person to the deponent, certain passages in which applied various epithets to the moving party, and made various charges against him, having no connection with the subject-matter of the action. The letters were also made exhibits to the affidavit. The affidavit also set out in full several long statements of account, and also a *verbatim* report of a long judgment of a registrar in bankruptcy. The respondent offered to expunge the admittedly irrelevant parts of the letters, and an order was eventually made to that effect. JESSEL, M.R., was, however, of opinion that the affidavit came distinctly within the words of Rules of Court, 1875 (Costs), ord. 7, r. 18, as being "improper, containing unnecessary matter, and as of unnecessary length," and he considered he could on the present application deal with the costs of the whole affidavit. The material words of the order are, "The court or judge may, at the hearing of any application or proceeding in any cause or matter in court or at chambers, and whether the same is objected to or not, direct the costs (*inter alia*) of any affidavit or any part thereof which is improper, unnecessary, or contains unnecessary matter, or is of unnecessary length, to be disallowed." JESSEL, M.R., said that the affidavit in question offended against every one of the points mentioned in the rule, quite independently of the merits of the affidavit itself, and therefore he considered he ought to direct the costs of the affidavit to be disallowed, and to direct the respondent to pay the costs occasioned by such affidavit. The applicant would also have the costs of the motion as between solicitor and client, and his lordship added that he was sorry practitioners did not call his attention to this class of affidavits more frequently.—**SOLICITORS, Church, Sons, & Clarke, for Francis, Baker, & Watts, Newton Abbot; Henry Reid.**

MORTGAGE—PRIORITY—BREACH OF TRUST—NOTICE—SOLICITOR.—In a case of *Cave v. Cave*, before Fry, J., on the 22nd ult., a question arose as to the priorities of some mortgagees over *cestuis que trust*, who had been defrauded by their trustee, and as to constructive notice. The sole surviving trustee of a settlement, who was a solicitor, allowed his brother, who was the tenant for life under the settlement, to invest part of the trust fund in the purchase of land, which was conveyed to the tenant for life in fee. The tenant for life afterwards mortgaged the land as his own. The first mortgagee, to whom the legal estate was conveyed, had no notice of the trust, unless he had constructive notice of it through the trustee solicitor, who acted for both mortgagor and mortgagee in the mortgage transaction. The action was brought by the remaindermen under the settlement, claiming a charge on the land in priority to all the mortgagees. FRY, J., held that the trustee solicitor had been guilty of conduct in the nature of fraud, and that, consequently, it could not be assumed that he had communicated the circumstances to his client, the mortgagee. Therefore, no notice of the trust could be imputed to the first mortgagee, and he was entitled, by reason of his having the legal estate, to priority over the plaintiffs. But the subsequent mortgagees, having only equitable estates, must be postponed to the equitable right of the plaintiffs, which was the prior in time. The first mortgagee had advanced £500, part of his mortgage money, with notice of the second mortgage, and FRY, J., held that, as between the first and second mortgagees, the second mortgagee was entitled to priority in respect of the £500, and that the plaintiffs were entitled to the extent of £500, to stand in the place of the second mortgagee, and to have the benefit of his priority over the first mortgagee.—**SOLICITORS, Brook & Chapman; J. H. Howard; James Edell; Parker, Lee, & Co.; H. H. Hughes; Curtis & Betts.**

PRACTICE—ORDER UPON SOLICITOR TO PAY COSTS OF ACTION—SUBSTITUTED SERVICE AT OFFICE—ATTACHMENT—COSTS OF APPLICATION.—An application was made to Vice-Chancellor Hall, on the 15th ult., for leave to issue a writ of attachment against A., a solicitor. The application was made on behalf of the defendants in the action of *Tilney v.*

Stanfield, in which an order had been made on November 28, 1879, for a stay of proceedings and payment of their costs to the defendants by A., as the plaintiff's solicitor, on the ground that the action was frivolous and an abuse of the process of the court. The defendants' costs were taxed at £52 14s. A *subpoena* was duly issued, and an order obtained for substituted service of the order of November 28, and of the *subpoena* and for payment of £3 12s., the costs of the application. Substituted service was effected by leaving copies of the order and the *subpoena* at the office of the solicitor with one of his clerks, it having been found impossible to ascertain his private residence. No payment had been made. It was now asked that this service should be considered to be sufficient, and that the order now asked should provide for the costs of the attachment as between solicitor and client. The respondent had been served with notice of this application by the same substituted service as before, but did not appear. HALL, V.C., doubted whether the order should in form direct that the respondent be committed until the payment of the costs of the motion and the attachment, as being within the Debtors Act, 1869, s. 4, exception 4, but made an order for the attachment to issue for non-payment of the sums of £52 14s. and £3 12s., and a further order for payment of the costs of the application and the attachment, as between solicitor and client. His lordship further directed that the order should not be drawn up for a week, notice of it being given to the respondent, and of the intention to draw up and act upon the order at the end of that period.—SOLICITOR FOR APPLICANT, W. J. Milton.

MUNICIPAL ELECTIONS ACT, 1875 (38 & 39 VICT. C. 40), S. 1, SUB-SECTION 2—FORM NO. 2 IN SCHEDULE THERETO—NUMBER ON THE BURGESS ROLL OF SECONDER WRONGLY GIVEN IN NOMINATION PAPER OF CANDIDATE.—The case of *Gothard and others v. Clark and others*, before the Common Pleas Division on the 23rd ult., was a special case stated by order of Stephen, J. The petitioners and three of the respondents were candidates for the office of town-councillor for the Heaton Norris Ward of the borough of Stockport. The petitioners were seconded by one George Chapman, a well-known inhabitant, whose number on the burgess roll was 704; but, in compiling the burgess roll, some of the numbers were, by an error, inserted twice, and in a proof of the roll, from which the petitioners filled in the nomination paper, Chapman's number was given as 695. This mistake was discovered and corrected by the town clerk in finally settling the burgess roll, by pasting in the proper numbers over those which had been wrongly inserted. On October 22 the respondents obtained a copy of the correct burgess roll, and thereupon filled in the registration numbers in the respondents' nomination papers; but the petitioners did not have the correct roll. An objection to the petitioners' nomination papers was made by the respondents' agent, on the grounds that the burgess number of George Chapman was wrongly given, that the nomination was insufficient, and the description misleading. The mayor allowed the objection, and declared the respondents duly elected. The case found that George Chapman was well known, that no person was misled by the wrong number, and that there was no doubt as to the identity of George Chapman. The question for the court was whether the decision of the mayor was right. The court (*Groves and Lopes, JJ.*), in giving judgment for the respondents, decided that it was. They held that the schedule to the Act required the correct number to be given, and that as this had not been done, the nomination was bad.—SOLICITORS, Hopwood & Sons, for Newton, Stockport; Beal & De Seyres, for Lake, Stockport.

NULLITY OF MARRIAGE—BIGAMY—DIVORCE IN SCOTLAND.—In the Probate, Divorce, and Admiralty Division, on the 23rd ult., the case of *Harvey (otherwise Farnie) v. Farnie* was tried before the President of the division without a jury. The petitioner sued for a declaration of nullity of marriage on the ground that her husband had a wife living when he was married to her. The respondent was married in Wales in 1861. He was at that time a domiciled Scotchman, though his wife was an Englishwoman, and he cohabited with her in Scotland. In 1863 she obtained in the Scotch courts a decree for a divorce on

the ground of his adultery. The respondent afterwards left Scotland, and had ever since resided in England, except during an absence of two years in America. In 1863 he was married to the petitioner in London, describing himself in the marriage register as a widower. A few months ago the petitioner commenced a suit for divorce on the ground of adultery, cruelty, and desertion, but she afterwards abandoned it, and elected to sue for a declaration of nullity of marriage. The first wife was still living, but it was shown by the evidence of a member of the Scotch bar that the decree which she had obtained in Scotland left both parties free to marry again. The counsel for the petitioner contended that the decree of the Scotch court was not binding, since the marriage had been solemnized in England, and the divorce had been granted on the ground of the husband's adultery, which would not alone be a ground for a divorce in the English court. In support of this contention, *Lolley's case* (R. & M. 237) was relied upon. HANNEN, P., dismissed the petition on the ground that he was bound by the Scotch decree which had dissolved the marriage. The fact that the first wife was an Englishwoman was immaterial, since the husband was a domiciled Scotchman, and the cohabitation had taken place in the country of his domicile. The Scotch court had, therefore, full power over the parties. And *Warrender v. Warrender* (2 C. & F. 483) showed that it had jurisdiction to dissolve a marriage which had been solemnized in England. *Lolley's case* was distinguishable, because there the parties had an English domicile, but the judgment of the Irish Court of Chancery in *Maghee v. McAllister* (2 Ir. Ch. R. 604) was directly in point. It was, therefore, clear that the marriage with the petitioner was not a bigamous one.—SOLICITORS, Tucker; Ward.

Appointments, &c.

Mr. ROBERT HUXLEY ALDHAM, solicitor and notary, of Lynn, has been elected an Alderman for that borough. Mr. Aldham was admitted a solicitor in 1854, and is clerk to the county magistrates, to the Commissioners of Taxes, and to the Lynn Board of Guardians, superintendent-registrar and vestry clerk of the parish of South Lynn.

Mr. EDWARD D'OYLEY BAYLEY, solicitor, of Stockton, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County and City of Durham.

The Hon. ROBERT BOURKE, barrister, M.P., has been sworn in as a Member of the Privy Council. Mr. Bourke is the third son of the fifth Earl of Mayo, and was born in 1827. He is a graduate of Trinity College, Dublin, and he was called to the bar at the Inner Temple in Michaelmas Term, 1852. He practised for several years on the South Wales and Chester Circuit, and he is the author of a work on "Parliamentary Precedents." Mr. Bourke has been M.P. for Lynn in the Conservative interest since 1868, and he was appointed Under-Secretary of State for Foreign Affairs in February, 1874.

Mr. EBENEZER JOHN BUCHANAN, barrister, has been appointed Recorder of the Supreme Court of the Colony of Griqualand West, in succession to Mr. Jacobus Petrus De Wet, who has been appointed Chief Justice of the Transvaal Colony. Mr. Buchanan was called to the bar at the Inner Temple in Michaelmas Term, 1873, and he has acted for several months as Attorney-General of Griqualand West.

The Right Hon. RICHARD ASSHITON CROSS, barrister, M.P., has been appointed a Civil Knight Grand Cross of the Order of the Bath. Sir R. Cross is the son of Mr. William Cross, of Red Scar, near Preston, and was born in 1823. He was educated at Rugby, and at Trinity College, Cambridge, where he graduated as a senior optime in 1846. He was called to the bar at the Inner Temple in Trinity Term, 1849, and he practised for several years on the Northern Circuit. He is the author (jointly with Mr. Henry Leeming) of a work on "Quarter Sessions Practice." From 1857 till 1862 he was M.P. for Preston in the Conservative interest, and since 1868 he has represented South-West Lancashire. In February, 1874, he was appointed Secretary of State for the Home Department, and was sworn a member of the Privy Council.

Mr. MONTAGU WILLIAM LOWRY CORRY, barrister, C.B., has been raised to the peerage with the title of Baron.

Rowton. The new peer is the second son of the Right Hon. Henry Thomas Lowry Corry, M.P., formerly First Lord of the Admiralty; and was born in 1838. He was educated at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in Trinity Term, 1863. He was formerly a member of the Oxford Circuit, and he has been for many years private secretary to the Earl of Beaconsfield. He acted as one of the secretaries to the special embassy to Berlin in 1878, and he was shortly afterwards created a Civil Companion of the Order of the Bath.

Mr. CHARLES MATTHEW CLODE, barrister, has been created a Civil Companion of the Order of the Bath. Mr. Clode was educated at Merchant Taylor's School, and he practised for several years as a solicitor, being a member of the firm of Evans & Clode, 2, Gray's-inn-square. He was Solicitor to the War Office from 1858 till 1876, when he was appointed Legal Secretary to the same department. Mr. Clode was called to the bar at the Inner Temple in Hilary Term, 1862.

Mr. WILLIAM STEPHEN DAGLISH, solicitor, of Newcastle-upon-Tyne, Jarrow, Tynemouth, and Belford, has been appointed Deputy-Recorder of the Borough of Newcastle-upon-Tyne, in succession to Mr. George William Hodge, deceased. Mr. Daglish was admitted a solicitor in 1853, and is town clerk and clerk to the magistrates of the Borough of Jarrow, registrar of the Belford County Court, and clerk to the Wallsend Local Board.

Mr. JACOBUS PETRUS DE WET, Recorder of the Supreme Court of the Colony of Griqualand West, has been appointed Chief Justice of the Transvaal Colony. Mr. De Wet was called to the bar at the Inner Temple in Trinity Term, 1863.

Mr. GABRIEL GOLDNEY, M.P., has been created a Baronet. Sir G. Goldney is the eldest son of Mr. Harry Goldney, of Chippenham, and was born in 1813. He was admitted a solicitor in 1836, and practised for about thirty years at Chippenham. He has been M.P. for that borough in the Conservative interest since 1865, and he is a magistrate and deputy-lieutenant for Wiltshire.

Sir WILLIAM GEORGE GRANVILLE VERNON HAROURT, Q.C., M.P., who has been appointed Secretary of State for the Home Department is the second son of the Rev. William Vernon Harcourt, of Nuneham Park, Oxfordshire, and was born in 1827. He was educated at Trinity College, Cambridge, where he graduated in the first class of the classical tripos in 1851, and he was called to the bar at the Inner Temple in Easter Term, 1854. He formerly practised on the Home Circuit and at the Parliamentary bar, and he became a Queen's Counsel in 1866. Sir W. Harcourt has represented the city of Oxford in the Liberal interest since 1868. He was Solicitor-General from November, 1873, till February, 1874, having received the honour of knighthood on his appointment, and he is professor of international law in the University of Cambridge.

Mr. JOHN POPE HENNESSY, barrister, C.M.G., has been created a Knight Companion of the Order of St. Michael and St. George. Sir J. Hennessy is the son of Mr. John Hennessy, of Ballyhennessy, Kerry. He was born in 1834, and was educated at Queen's College, Cork. He was called to the bar at the Inner Temple in Michaelmas Term, 1861, and he was formerly a member of the Home Circuit. He was M.P. for King's County from 1859 till 1865. He was appointed Governor of Labuan in 1867, Governor of the Bahamas in 1871, and Administrator-General of the West-African Settlements in 1872. He was Governor of the Bahamas (for the second time) from 1873 till 1875, when he was appointed Governor of the Windward Islands, and he has been Governor of Hong Kong since 1877. He was created a C.M.G. in 1872.

Mr. ROBERT TOWNSEND HIPPISLEY, solicitor, of Bristol, Clifton, and Redland, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for Gloucestershire and Somersetshire, and for the City of Bristol.

Mr. EDWARD EBENEZER KAY, Q.C., has been elected an additional Chairman of Quarter Sessions for the County of Norfolk. Mr. Kay is the second son of Mr. Robert Kay of Brookshaw, Lancashire, and was born in 1822. He was educated at Trinity College, Cambridge, and he was called to the bar at Lincoln's-inn in Trinity Term, 1847. He has practised for many years in the Court of Chancery, and he became a Queen's Counsel in 1866. Mr. Kay is a magistrate for Norfolk, and a bencher of Lincoln's-inn.

Mr. GEORGE HENRY LONG, solicitor (of the firm of Long Durnford, & Lovegrove), of Windsor, has been appointed a Magistrate for that borough. Mr. Long was admitted a solicitor in 1846, and is clerk to the county magistrates and to the Commissioners of Taxes for the Hundred of Stoke.

Mr. JOHN HAY ATHOLL MACDONALD, advocate, has been appointed Sheriff of Perthshire, in succession to Mr. Robert Lee, who has been appointed a Judge of the Court of Sessions in Scotland. Mr. Macdonald was called to the Scotch bar in 1859, and he has been Solicitor-General for Scotland since 1876.

Mr. EDWARD DANIEL MELLOR, solicitor (of the firm of Milne, Riddle, & Mellor), of 2, Harcourt-buildings, Temple, has been appointed a Chief Clerk in the chambers of Vice-Chancellor Bacon in succession to Mr. Joshua Bird, deceased. Mr. Mellor was admitted a solicitor in 1869.

Mr. JAMES MUIRHEAD, advocate, has been appointed Sheriff of Chancery in Scotland, on the resignation of Mr. John McLaren, M.P. Mr. Muirhead was called to the bar in Scotland in 1857. He has been for the last six years an advocate-depute, and he is Professor of Civil Law in the University of Edinburgh.

Sir JULIAN PAUNCEFOTE, Legal Under-Secretary of State for Foreign Affairs, has been created a Civil Companion of the Order of the Bath. Sir J. Pauncefote is the third son of Mr. Robert Pauncefote, of Preston Court, Gloucestershire, and was born in 1828. He was called to the bar at the Inner Temple in Easter Term 1852, and he was formerly a member of the Oxford Circuit. He was Attorney-General of Hong Kong from 1865 till 1873, when he was appointed Chief Justice of the Leeward Islands. He received the honour of knighthood in 1874, and was shortly afterwards appointed an Assistant Under-Secretary of State for the Colonies, and in 1876 he was appointed Legal Under-Secretary of State for Foreign Affairs.

Mr. WILLIAM RADCLIFFE, solicitor, of Liverpool, has been appointed a Magistrate for that borough. Mr. Radcliffe was admitted a solicitor in 1847, and is a member of the Liverpool Town Council.

Mr. THEODORE RYLAND, barrister, has been appointed Counsel to the General Post Office in Ireland. Mr. Ryland was called to the bar in Ireland in 1853, and practises on the Leinster Circuit.

Mr. WILLIAM SHERRATT, solicitor and notary, of Wrexham and Birkenhead, has been appointed a Borough Magistrate for Wrexham.

Mr. HERBERT BROOK TAYLOR, solicitor, of Bakewell, has been appointed Clerk to the county magistrates at that place, on the resignation of his father, Mr. John Taylor, who is clerk to the Bakewell Local Board and Burial Board. Mr. H. B. Taylor was admitted a solicitor in 1878.

Mr. WILLIAM THOMAS WALLER, solicitor (of Waller & Son), of 2, Duke-street, Adelphi, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. WILLIAM WATSON, LL.D., a Lord of Appeal in Ordinary, has been created a Peer for life, with the title of Baron Watson, of Thankerton.

Mr. JAMES LOWRY WHITTLE, barrister, has been appointed by the Lord Chancellor to the office of Registrar in Lunacy, on the resignation of Mr. Charles Norris Wilde. Mr. Whittle is an M.A. of Trinity College, Dublin, and he was called to the bar at the Inner Temple in Hilary Term, 1878, having been called to the bar in Ireland in 1862. He has been for several years Assistant Registrar of Designs and Assistant Registrar of Trade-marks.

Mr. CHARLES WATKIN WILLIAMS WYNN, barrister, has been appointed Recorder of the Borough of Oswestry, in succession to the late Mr. John Robert Kenyon, Q.C. Mr. Wynn is the eldest son of the Right Hon. Charles Watkin Williams Wynn, M.P., formerly president of the board of control, and was born in 1822. He was educated at Christ Church, Oxford, and was called to the bar at Lincoln's-inn in Easter Term, 1846. He is a magistrate and deputy-lieutenant for Montgomeryshire, and was M.P. for that county in the Conservative interest from 1862 till the recent election, when he was unsuccessful.

NEW LEGAL M.P.'S.

Mr. ANDREW COMMINS, LL.D., who has been elected M.P. for the County of Roscommon in the Home Rule interest, is the second son of Mr. John Commins, of Ballybeg, Carlow, and was born in 1835. He was educated at Queen's College, Cork, and is an M.A. of the Queen's University, and an LL.D. of the University of London. He was called to the bar at Lincoln's-inn in Hilary Term, 1860, and he practises on the Northern Circuit.

Mr. WILLIAM FINDLATER, solicitor, of Dublin, who has been elected M.P. for the County of Monaghan in the Liberal interest, is the son of Mr. William Findlater, of Londonderry, and was born in 1824. He was admitted a solicitor in Ireland in 1846, and was President of the Irish Incorporated Law Society in 1878.

Mr. JOHN WILLIAM FOLEY, solicitor, who has been elected M.P. for the Borough of New Ross in the Home Rule interest, is the son of Mr. William Foley, of New Ross. He was born in 1821, and was admitted a solicitor in 1847.

Mr. JOHN GIVAN, solicitor, of Dublin and Auaquaclo, who has been elected M.P. for the County of Monaghan in the Liberal interest, is the eldest son of Mr. John Givan, of Castlecaulfield, Tyrone. He was born in 1847, and was admitted a solicitor at Dublin in 1870.

Mr. CHARLES HERBERT JAMES, solicitor, of Merthyr Tydval and Aberdare, who has been elected M.P. for the Borough of Merthyr Tydval in the Liberal interest, was born in 1815, and was admitted a solicitor in 1838.

Mr. JOHN COMPTON LAWRENCE, Q.C., who has been elected M.P. for the Southern Division of Lincolnshire in the Conservative interest, is the son of the late Mr. Thomas Lawrence, of Dunsby Hall, Lincolnshire. He was born in 1832, and he was called to the bar at Lincoln's-inn in Trinity Term, 1859. He became a Queen's Counsel in 1877, and he practises on the Midland Circuit. Mr. Lawrence is a magistrate for Lincolnshire, a bencher of Lincoln's-inn, and Recorder of the Borough of Derby.

Mr. ROBERT LAYCOCK, barrister, who has been elected M.P. for the Northern Division of Lincolnshire, in the Liberal interest, is the son of Mr. Joseph Laycock, of Low Gosforth Hall, Northumberland, and was born in 1833. He is an M.A. of Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Michaelmas Term, 1857. He was formerly a member of the Northern Circuit.

Mr. EDWARD FALCONER LITTON, Q.C., who has been elected M.P. for the County of Tyrone in the Liberal interest, is the son of Mr. Daniel Litton, and was born in 1827. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1849. He became a Queen's Counsel in 1874, and practises on the Munster Circuit. He is a prosecuting Crown counsel for the Counties of Cork and Clare.

Mr. JAMES CARLILE McCOAN, who has been elected M.P. for the County of Wicklow in the Home Rule interest, is the son of Mr. Clement McCoan, of Dunlow, Tyrone, and was born in 1829. He was called to the bar at the Middle Temple in Michaelmas Term, 1856, and is a member of the South-Eastern Circuit, having practised for several years in the Supreme Consular Court at Constantinople. Mr. McCoan is the author of "Egypt as it is," and "Our New Protectorate."

Mr. BERNARD CHARLES MOLLOY, barrister, who has been elected M.P. for King's County in the Home Rule interest, is a son of the late Mr. Molloy, Q.C., of the Irish bar. He was educated at the University of Bonn, and was called to the bar at the Middle Temple in Hilary Term, 1872. He is a member of the South-Eastern Circuit.

Mr. EDWARD PURCELL MULHALLEN MARUM, barrister, who has been elected M.P. for the County of Kilkenny in the Home Rule interest, is the son of Mr. Richard Marum, and was born in 1827. He is an LL.B. of the University of London. He was called to the bar at Dublin in 1846, and is a member of the Munster Circuit.

DISSOLUTION OF PARTNERSHIP.

GEORGE FAIRFAX MORESBY-WHITE and WILLIAM HOWLAND JACKSON, solicitors, 24, Chancery-lane (Moresby-White & Jackson). George Fairfax Moresby-White will continue the business on his separate account.

(*Gazette*, April 27, 1880.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ESTON ODD FELLOWS' BUILDING COMPANY, LIMITED.—Petition for winding up presented April 19, directed to be heard before the M.R. May 1. Belfast and Co., John st, Bedford row, agents for Bainbridge and Barnley, Middlesborough, solicitors for the petitioners.

EQUITABLE MARINE INSURANCE COMPANY, LIMITED.—The creditors are required on or before May 21 to send their names and addresses and particulars of their debts or claims to Charles Fitch Kemp, Walbrook. Friday, June 4, at 11, is appointed for hearing and adjudicating upon the debts and claims.

LANDRIMOND ESTATE AND BUILDING COMPANY, LIMITED.—V.C. Baevn has by an order dated April 8, appointed Joseph Francis Swann, 38, Chancery lane, to be Official Liquidator. Creditors are required on or before May 24, to send their names and addresses and the particulars of their debts or claims to the above. Monday, May 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TRADERS' BANKING AND SUPPLY COMPANY, LIMITED.—V.C. Hall has fixed Saturday, May 8, at 12, at his chambers, for the appointment of an Official Liquidator.

TENEMOUTH AQUARIUM AND WINTER GARDEN COMPANY, LIMITED.—Creditors are required on or before May 21, to send their names and addresses and the particulars of their debts or claims to Thomas Young Street, Grangier st West, Newcastle-upon-Tyne. Monday, May 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

[*Gazette*, Apr. 23.]

ARTISTIC COLOUR PAINTING COMPANY, LIMITED.—By an order made by the M.R. dated April 17, it was ordered that the voluntary winding up of the company be continued. Wilkinson and Howlett, Bedford st, Covent Garden, solicitors for the petitioners.

JOHN WEBSTER AND COMPANY, LIMITED.—By an order made by V.C. Malins dated April 16, it was ordered that the company be wound up. Austin, De Gex, Harding, and Candler, Raymond blids, Gray's Inn, agents for Sadler and Edwines, Sutton Coldfield, solicitors for the petitioners.

METROPOLITAN FINANCE AND INVESTMENT COMPANY, LIMITED.—By an order made by the M.R. dated April 17, it was ordered that the company be wound up. Pettiver, College st, College Hill, solicitor for the petitioners.

SOUTH DOROTHY STATE QUARRY COMPANY, LIMITED.—By an order made by V.C. Hall April 16, it was ordered that the company be wound up. Robinson, Hodding, and Cameron, Gracechurch st, solicitors for the petitioners.

VICTORIA MANSIONS, LIMITED.—By an order made by V.C. Malins dated March 12, it was ordered that the Victoria Mansions, hind, be wound up. Bolton and Co., Temple gardens, solicitors for the petitioners.

[*Gazette*, Apr. 27.]

UNLIMITED IN CHANCERY.

CORNWALL MINERALS RAILWAY COMPANY.—Creditors are required on or before June 1, to send to Robert Arthur Read, 9, Victoria Chambers, Westminster, the Receiver of the company, their names and addresses, the full particulars of their claims, and produce the same before V.C. Hall, at his chambers, on Wednesday, June 16, at 1.

[*Gazette*, Apr. 23.]

PADSTOW TOTAL LOSS AND COLLISION ASSURANCE ASSOCIATION.—Petition for winding up presented April 23, directed to be heard before V.C. Malins, May 7. Philbrick, Basinghall st, agent for Wallis, Bodmin, solicitor for the petitioners.

[*Gazette*, Apr. 27.]

Societies.

SOLICITORS' BENEVOLENT ASSOCIATION.

The 44th half-yearly general meeting of this association was held on Wednesday, the 28th ult., at the Incorporated Law Society's Hall, Chancery-lane, Mr. Sidney Smith occupying the chair.

The following members, among others, were present:—Messrs. John Lewis (Wrexham), deputy-chairman of the board; E. Banner (Liverpool), A. P. Bower, W. B. Brook, W. Chubb, R. Dawbarn (March), F. R. Franklyn, W. Greaves, E. Hedger, J. Hunter, G. Keen, J. Mackrell, T. F. Peacock, R. Pennington, R. Pidcock (Woolwich), H. S. Redpath, H. S. Stylian, R. W. Wall, W. M. Walters, F. T. Woolbert.

The Secretary read the notice of meeting, and the minutes of the previous general meeting.

The report of the directors, which follows, and of which a printed copy was in the hands of each member present, was agreed to be taken as read:—

The board of directors have the pleasure of presenting, in obedience to the rules of the association, this their forty-fourth half-yearly report of the progress and operations of the association during the past six months.

Since their last report 44 new members have been admitted to the association, and the aggregate number is now 2,542.

of whom 656 are life, and 1,586 annual members. Forty-two of the life members are also annual contributors of from one to five guineas each.

The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the half-year which terminated on February 28 last, amounted to £2,137 1s. 1d.

In that amount are included the value, at the market prices of the day, of two sums respectively of £12 8s. 6d. Consols, and £20 16s. 8d. Reduced Three per Cent. Annuities, further donations from the executors of the late Mr. John Saunders, of Burnham, Somersetshire, under deed of appointment executed by them on the 25th of August, 1870; and of a sum of £500 consols, a donation from the executors of the late Miss Harriet Hurst, of London, under deed of appointment executed by them on the 1st of July 1879.

The board have further to add, and they do so with great pleasure, that, by her will, the late Miss Ellen Reardon, daughter of a deceased London solicitor, has bequeathed a share (one-tenth) of her residuary estate to the association; and, in accordance with the expressed wish of the testatrix to that effect, the board will have to consider to what special purpose (with which the names of certain members of her family can be permanently connected), the bequest shall be applied, in furtherance of the benevolent objects of this association. To mark their sense of the obligation which the association owes, in respect of this gift, to the valuable kindness of one of their colleagues, the board have, in virtue of the 4th rule, conferred the privilege of honorary life-membership on Mr. Richard Pennington, of New-square, Lincoln's-inn, one of the late Miss Reardon's executors.

The board have distributed during the half-year a sum of £885 in grants of relief, £500 of it to a necessitous member and the families of eleven deceased members of the association, and £385 to six necessitous non-members and the families of twenty-eight deceased non-members.

Besides the additions to the capital Fund of the association from the gift of consols and reduced annuities before mentioned, the board have further increased it during the half-year by the purchase of £187 11s. 6d. consols, and £442 2s. 10d. reduced three per cent annuities.

Public notice having been issued by the Secretary of State for India in Council to holders of India five per cent. stock, giving them the option of receiving in lieu of same from the 1st of March, 1880, a like amount of India four per cent. stock, or of being paid off at par on the 5th of July, 1880, the board consider it to be for the advantage of the association, as India four per cent. stock was over par, to accept the four per cent. stock, and the trustees, therefore, have signed their assent in the manner required, to the conversion of the India five per cent. stock held by this association.

The entire funded capital of the association is now £37,157, and consists of £5,700 consols, £5,000 reduced three per cent. annuities, £19,000 India four per cents., £4,207 London and North-Western Railway four per cent. perpetual debenture stock, and £250 London and St. Katharine Docks four per cent. debenture stock, producing together annual dividends amounting to £1,321.

A balance of £553 0s. 8d. remained to the credit of the association with the Union Bank of London, on the 28th of February last, and a sum of £15 was in the secretary's hands.

The directors deeply regret having to record the decease of five of their colleagues during the past half-year, namely:—Mr. John Sharp, of Manchester; Mr. Clement Uvedale Price, of London; Mr. John Case, of Maidstone; Mr. Thomas Avison, of Liverpool; and Mr. Richard Algernon Payne, of Liverpool; in whose places, as directors, they have elected the following gentlemen:—Mr. Frederick Deacon, of Preston; Mr. William McMath Walters, of New-square, Lincoln's-inn, London; Mr. Richard Pidcock, of Woolwich; Mr. Edward Whitley, M.P., of Liverpool; and Mr. James Banner Newton, of Liverpool.

A project submitted to the board by Mr. John Mackrell, of London, a member of the association, in which the board were invited to undertake the management of a "Scheme for gifts for education," having for its object the education of the children of solicitors, was fully considered by the directors, who felt themselves compelled with regret to decline in present circumstances to undertake a trust of the character suggested.

The board have the pleasure to announce that the Right Hon. Sir James Hannan has kindly consented to preside at the ensuing anniversary festival of this association, which will take place at the "Ship" Hotel, Greenwich, on Wednesday, the 30th of June next, and they earnestly hope they may have the kind co-operation of their brother members in their efforts to render the festival beneficial to the association and gratifying to the president.

The secretary will be glad to receive the names of gentlemen who may be willing to attend the dinner as stewards or otherwise.

(Signed on behalf of the board),

SIDNEY SMITH, Chairman.

14th of April, 1880.

The CHAIRMAN, in moving the adoption of the report, held that the fact that the association had nearly 2,650 members was satisfactory so far as it went; but he thought that all practising members of the profession should become members of the association. There could be no objection on the score of cost, for the sum of 5d. a week, which was about equal to the subscription to the society, was far less than the sums which artisans subscribed to their trade societies, and those members of the profession who did not need to make provision could subscribe as a matter of benevolence. With respect to Miss Reardon's bequest he had been given to understand that it would amount to nearer £5,000 than £3,000, and the board were considering some scheme of giving annuities with this bequest, the board, by a majority, having voted that the scheme should not include educational purposes. He thought that the association should give increased sums to members, the applications from whom were few, and decrease the amounts to non-members, the applications from whom were numerous.

Mr. JOHN LEWIN (deputy-chairman) seconded the adoption of the report.

Mr. J. MACKRELL considered that the subject of dealing with the education of the children of necessitous members of the profession should be further considered, and he stated that a special fund could be raised for this good purpose—not, he said, that he desired to educate the children for the law; but in such a manner that they would be able to earn their own living.

Mr. HEDGER and Mr. JOHN HUNTER supported the view of Mr. Mackrell, and a discussion arose upon the subject.

Ultimately, the report was adopted, and the directors were requested to consider whether any scheme for raising and applying money for the education of the children of necessitous solicitors could be adopted; but a strong feeling was expressed by members that for the children of persons in necessitous circumstances the London School Board schools offered a means of good education at a rate within the circumstances of such necessitous persons, who could themselves educate their children on the grants made.

The usual votes of thanks to the directors and auditors, and to the chairman for presiding, brought the meeting to a conclusion.

LONDON AND PROVINCIAL LAW ASSURANCE SOCIETY.

The annual general meeting was held at the society's office, 21, Fleet-street, on Wednesday week, George Lake, Esq., in the chair.

Mr. R. P. HARDY (the actuary and secretary) read the advertisement convening the meeting and the report of the directors.

The CHAIRMAN said—When we met here last, I took occasion to observe on the effect which the then commercial depression had not only upon life assurance societies, but on trade generally. Our accounts are made up to the 31st of December last, and I think we shall all agree that up to that period at all events there had been but little, if any, improvement in the commercial prosperity of the country. In this view I think our friends will have reason to be satisfied with the results of the year's proceedings, for not only is the number of policies greater than it was in 1878, and the sum assured larger than it was in that year, but taking that class of business in respect of which periodical payments of premiums are due, the annual amount of new premiums for the year is in excess of that of the year 1878. And, moreover, I should draw your attention to this, that the class of business which we have done this year has been of a more remunerative character, inasmuch as the total sum retained by the office is considerably in excess of that

which was retained last year, and that by reason of a greater number of risks having been brought before us for acceptance, and not because the directors have thought it right to increase the limit which they have hitherto conceived it proper to place on each individual risk. The number of policies this year was 123 as against 107 last year. The sum assured is in excess by about £3,600, while the annual premiums are as £4,570 to £3,370, or an increase of something like £1,200, and, assuming that the single premiums are, as of course they must be, for the purpose of account, thrown over a number of years in respect to the risks to which these premiums attach, we should still have an excess of annual premiums over the premiums of 1878. The difference in the premium revenue is more than accounted for by the exceptional largeness of the single premiums in 1878, but if that large amount of single premium be averaged, never mind for how short a time or how long, you will see that our premium revenue is bigger than it was in 1878, and the same observation of course applies in precisely the same way as regards the total revenue, which is about the same as it was last year. And now we come to another point, which is that of the claims. As regards the claims there can be at any rate no mistake. They are not only largely under the average of former years, but they are considerably under the average which we have a right to expect. They are £17,728 less than in 1878; they are £16,615 less than the yearly average of the quinquennium ending in 1875, and there is a margin of about £120,000 worth of claims to be incurred this year before we equal the amount of change during the preceding quinquennium. But, gentlemen—and I speak this with great diffidence, because I see here some gentlemen before whom I fear hardly to open my mouth—you must not, if you please, consider that this diminution in the average is entirely profit. Of course the only profit one can look to is the increase in the number of premiums which may be paid by reason of the lives going on longer than the average estimate, and future interest which may be made upon the sum which we should otherwise have had to pay if the lives had dropped. The addition to the funds, it will be noticed, was £44,750 during the year, making a gross total of £908,502 16s. 5d., and I wish it to be understood that this gross total is entirely irrespective of any addition to the value of the society's reversions, and that it includes only the actual cost price of such investments as have been made since the quinquennium of 1875, and I do not think I am wrong in saying that on taking those investments together there is a very considerable margin of profit, which we hope to be able to show you when the proper time for a re-valuation arises in 1880. The interest payable on the society's investments is the same as it was last year. This, doubtless, may appear somewhat strange, and, therefore, I must ask you to consider that this amount is approximate only, no doubt almost accurate, but it is based on the supposition that the reversions will pay five per cent. If they do not pay that amount, then our calculation must be modified; if they do, then, I believe, I am correct in saying that £4 7s. 6d. may be taken as the average of the interest receivable on the investments. After some further remarks, the chairman concluded by proposing "That the report which has been read, together with the revenue accounts and balance-sheet therein referred to, be received and adopted."

Mr. G. T. WOODROOFFE seconded the motion, which was unanimously agreed to.

On the motion of the CHAIRMAN, seconded by Mr. J. T. WHITE, the directors retiring by rotation were, with the exception of Mr. Serjeant Gascoole, who retired, re-elected.

Mr. Philip Roberts was elected a director in the room of Mr. John Locke, deceased.

The CHAIRMAN next proposed the election of Frederick Williams Steward, of Lincoln's-inn-fields, as a director in the place of Mr. H. S. Law, deceased.

Mr. WOODROOFFE seconded the motion, which was at once adopted.

The CHAIRMAN suggested that for the present the third vacancy on the board should remain open, and there being no opposition this course was agreed to.

Mr. P. ROBERTS briefly thanked the meeting for his election to the board.

On the motion of the CHAIRMAN, Mr. Archibald Day, one of the retiring auditors, was unanimously re-elected.

Mr. SPENCER WHITENHEAD proposed the election of Mr.

Rowland J. Ticehurst, solicitor, of Cheltenham, as an auditor, in the place of Mr. Philip Roberts, who, having resigned, had been elected a director.

Mr. C. J. BUXTON seconded the motion, which was carried unanimously.

Mr. G. L. P. EXRE said he had had a resolution placed in his hand to which he did not feel able to do adequate justice, but fortunately the report of the directors and the speech of the chairman on the results of the last year's working spoke for themselves, and, therefore, his duty was a light at it was a pleasant one. He was sure the directors must have worked very diligently and carefully to have brought the society into its present position. He then moved:—"That the best thanks of the meeting be tendered to the directors for their conduct of the society's affairs during the past year, and to the chairman for his service in the chair."

Mr. FORSTER seconded the motion, which was cordially assented to.

The CHAIRMAN said that on behalf of his colleagues and himself he hardly knew how to convey their thanks for and appreciation of the kindness shown towards them on all occasions. He could conscientiously say that there was not a director who attempted to shirk his duties or to get away before the business of the board was at an end. They each endeavoured to bring as much business to the office as possible, and to insure the welfare of the society in every possible way. The system of audit was most perfect, and occupied eight members of the board twice a month, if not oftener; so that there could not be more thorough supervision of the accounts.

The meeting then separated.

Law Students' Journal.

LAW STUDENTS' DEBATING SOCIETY.

The weekly meeting of this society was held at the Law Institution, Chancery-lane, on Tuesday evening last, Mr. C. E. Baring occupying the chair. The question appointed for the evening's discussion was the following:—"Ought the rule in *Clayton's case* (1 Mer. 572, 603) to be extended to the case of a trustee who has mixed his own money with that of his *cestui que trusts*?" The following gentlemen addressed the society:—Messrs. Streeton, Kirk, Evans, and Lewis Rendell in the affirmative, and Messrs. Ellis and Heppell in the negative. The following cases amongst others were cited:—*Pennell v. Drifell* (22 L. T. Rep. O. S. 126, 6 De G. M. & G. 372); *Re Hallett*, (28 W. R. 1). The opener having replied, and the question being put to the meeting was decided in the affirmative.

UNITED LAW STUDENTS' SOCIETY.

A meeting of the above society was held at Clementine Inn Hall on the evening of Wednesday last, when Mr. T. Clarkson opened in the negative the subject for debate—viz., "That the true interests of this country are best promoted by a policy of non-intervention in foreign affairs," and was supported by Messrs. A. H. Spokes, W. H. Hazard, T. Mott Whitehouse, D'A. B. Collyer, W. H. H. Kelke, Phillimore, and Bamford; whilst Messrs. A. D. McLaren and W. P. Pain opposed. The opener having replied, and the chairman (Mr. R. Gwynne Temple) having summed up, the motion was put to the meeting and carried in the negative by a majority of seven votes. At the first meeting in May there are several important business motions to be discussed, and it is hoped that members will largely attend.

GRAY'S INN MOOT SOCIETY.

This society held their first meeting for this term on Thursday evening, the 22nd inst., when the following question was argued:—"Land sold under an agreement was described in a schedule thereto as containing 6a. 2r. 10p., or thereabouts; and one of the conditions of the agreement was, 'That if any error or mis-statement should be found in the schedule it should not annul the sale, but compensation should be made in respect thereof.' An error in the

quantity of land was discovered after the execution of the conveyance to the purchaser. Is he entitled to compensation?" Messrs. Elcum and Biddle, of Gray's-inn, supported the affirmative, and Messrs. Robinson and Alcazar, of Gray's-inn, the negative. The learned president, J. A. Russell, Esq., Q.C., after summing up gave judgment for the plaintiff. The next moot will be held on Thursday evening, the 29th inst., when Mr. Alfred Wills, Q.C., will preside.

New Orders, &c.

ROYAL COURTS OF JUSTICE.

JUDGES' CHAMBERS.

It is ordered by the judge that all parties attending summonses at judges' or masters' chambers shall meet in room No. 81, on the ground floor, to ascertain their opponents, and then proceed to the judges' hall, on the court floor, to wait until their cases are called on. No calling out of names of cases or of opponents' names will be permitted in the judges' hall.

SUMMONSES TO BE HEARD BY COUNSEL.

Until further order, all summonses to be heard by counsel before the judge shall be returnable every day at two o'clock, except on Saturdays, on which days they shall be returnable at half-past twelve; and all summonses to be heard by counsel before the master shall be returnable every day at one o'clock, except on Saturdays, on which days they shall be returnable at half-past twelve.—April 22.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

HALE, HARRIETT HENRIETTA GEORGINA, Wilton cres, Belgrave sq. Apr 30. **V.C. BACON**. Walnham, Staple Inn
KNIGHT, LAWRENCE, Crummack, York, Farmer. May 14. Moorhouse v Knight, V.C. Hall. Wilkinson, Blackburn
BREKES, HENRY CHARLES BISHOP, East Preston, Sussex, Gent. May 11. Reeks v Facy, M.R. Titchener, Chichester
SCHEARD, WILLIAM, Dark Lane Head, Halifax, Gent. May 13. Sheard v Barber, M.R. Storey, Halifax
SOLOMON, LEWIS, Henrietta st, Covent Garden, Fruit Merchant. May 15. Solomon v Jacobs, V.C. Hall. Lewis and Lewis, Ely pl. Holborn
WEATHERLEY, FREDERICK AUGUSTUS, Brighton, Army Captain. July 23. De la Rue v Iliffe and Cardale, M.R. Cardale, Bedford row
YATES, JAMES, Inverness terr, Kensington, Esq. May 13. Morris v Yates, M.R. Harrison, jun, Bedford row

[*Gazette*, April 9.]

BEER, JULIUS, Portland pl, Esq. May 11. Beer v Dicey, M.R. Lake, New sq, Lincoln's Inn
GODLEY, ELIZABETH, Parnell, Auckland, New Zealand. Nov 1. Head v Newcombe, V.C. Hall. Longcroft, Havant
MELLERS, NATHAN, Newtown, Derby, Farmer. May 26. Holmes v Mellers, V.C. Hall. Harris, Crich
RIDDLE, GEORGE, South Shields, Gent. May 10. Wearing v Crisp V.C. Milns, Kirkley, South Shields
SMITH, WILLIAM, Sydenham, Esq. May 14. Smith v New, M.R. Harting, Lincoln's Inn fields

[*Gazette*, April 13.]

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE V.C. MALLINS. ROLLS.
Monday, May	3Mr. Leach	Mr. Merivale
Tuesday	4 Latham	King
Wednesday....	5 Latham	Merivale
Thursday	6 Latham	King
Friday.....	7 Latham	Merivale
Saturday.....	8 Latham	King
	V. C. BACON.	V. C. HALL.
Monday, May	3Mr. Teesdale	Mr. Jackson
Tuesday	4 Farrer	Cobby
Wednesday....	5 Teesdale	Jackson
Thursday	6 Farrer	Cobby
Friday.....	7 Teesdale	Jackson
Saturday.....	8 Farrer	Cobby

Date.	COURT OF APPEAL.	MASTER OF THE V.C. MALLINS. ROLLS.
Monday, May	3Mr. Leach	Mr. Clowes
Tuesday	4 Latham	Koe
Wednesday....	5 Latham	Clowes
Thursday	6 Latham	Koe
Friday.....	7 Latham	Clowes
Saturday.....	8 Latham	Koe
	Mr. Justice FEX.	
	Mr. Ward	
	Pemberton	
	Ward	
	Pemberton	
	Ward	
	Pemberton	

HIGH COURT OF JUSTICE. MIDDLESEX.—EASTER Sittings, 1880.

LIST OF ACTIONS FOR TRIAL. (Continued from p. 496.)

- Q B 442 L and S-Western Bank lmd (Vallance and V) v Coshall (Poole)
 Q B 443 Bessemer (Hoggood, F and D) v Astley (J S Ward) SJ
 C P 444 Horner (S Bettley and Co) v Oyler and anr (Turner and Son)
 Ex 445 Abbott and Co (Barnett) v Ross (J C Scard) SJ
 Q B 446 President, &c, of Corpus Christi College, Oxford (Williams, J and W) v Atfield (Baker, F and W), without jury
 Ex 447 Jarvis (Chappell and G) v N Metropolitan Tram Co (H C Godfray) SJ
 Q B 448 Knight (B Chapman) v Morgan (G M Wetherfield)
 Ex 449 Willatis (Hine, Haycock and B) v Southgate and ors (Allen and G; T Bowker) SJ
 Q B 450 Browning and ors (Layton, Son and L) v Norman (J H Wring)
 Q B 451 Wyburn and Co (Cookson, W and Co) v Chichester (W V H Cobbett)
 Ex 452 Cook (A J Murray) v Hudson (W H Hudson)
 Ex 453 Evans (E B Tattershall) v Boyce and Co (Emmanuel and Co)
 C P 454 Thompson and Son (Wild B and W) v Lentner (D E Chandler)
 Ex 455 Bubb and anr (Fallows and B) v Tredwell (Longcroft and M)
 C P 456 Steel and anr (Prior, B C and A) v Sinclair (W R Philip)
 Ex 457 Hicks the younger (W J Child and Son) v Faulkner (G T Robinson)
 Q B 458 Crozier (B Chapman) v Bray (G Blagden)
 Ex 459 Todd (Thompson and W) v Browne (T W Buckler)
 Q B 460 Shearburn (Rooks and Co) v Stevens and anr (Beaumont and W; Watson, Sons and R) SJ
 Q B 461 Grove (J H Lamb) v Whiffen (H J and T Child)
 Q B 462 Watson and ors (B J Patten) v Wray (R A Kelley)
 Q B 463 Gigney (Slee O and B) v Elliott (J Kempster)
 C P 464 Collier (E Sweeting) v Braithwaite and anr (J Nicholls)
 C P 465 Waddup (G W Lay) v Wright (W J Hobbes)
 Q B 466 Allford (G W Marsden and Son) v London and St Katharine Docks Co (W Macon) SJ
 Ex 467 King (Terrell and H) v Pilbrow (Woodfin and W)
 Ex 468 Allpress (A West) v Hills (W Shearman)
 Ex 469 Hunt (R L Ratcliff) v Hanson (Vallance and V)
 Q B 470 Cohen (Belfrage and Co) v Veitch and ors (J D Botterell; Wright and P)
 C P 471 Flower and ors (L T Whitbourne) v Hutton (Lewis and L)
 Ex 472 Dodd (Hanbury H and W) v Knight (J T Moss)
 Ex 473 Seal (Blake and S) v Boyton (Wynne and Co)
 Ex 474 Lucy (M Hawkins) v Knox (W Goldring)
 Ex 475 Stephens and ors (Langdale and T) v Baker and anr (J D Goron)
 C P 476 Styles (H A Edgar) v Cockburn (Faithful and O)
 Q B 477 Higgins (W W Gabriel) v Blake (Lewis and L)
 Q B 478 Stidder (G Cordwell) v Merritt and anr (Munns and L)
 C P 479 Clarke (W Hicks) v Mumford and anr (Burton, Y and H)
 Q B 480霍普科夫特 (J Andrews) v Atkinson (J C E Weigall) SJ
 C P 481 Purser and Wife (H D Ilderton) v N Metropolitan Tram Co (H C Godfray) SJ
 Q B 482 Jack (Clear and R) v The Agra Bank and anr (Ashurst, M and Co) SJ
 C P 483 Thornton and Co (Wilson B and C) v Berry and Co lmd (G Lucas) SJ Conn
 C P 484 Lord Beaumont (Campbell, R and H) v Barber (D Chandler)
 Q B 485 Myers (S and H Brandon) v Hall (H Fox)
 Q B 486 Marsh (Lewis and L) v Blakemore and Co (H Tyrell)
 Q B 487 Schweizer (Same) v Levinstein and Sons (C Turner)
 Ex 488 Collins (R V Chilcott) v Warmisham (In Person)
 Ex 489 Johnstone (Paterson, S and B) v Southee (Prior, B C and A) SJ
 Ex 490 Johnson and anr (B Davis) v Ashby and Co (S D Ashby)
 Q B 491 Elliot (Hoggood, F and D) v Stratford (J M Maddox) SJ
 C P 492 Ruell (H W Cattlin) v Tatnell (Button and Co)
 C P 493 Lloyd (G Blagden) v Vorley (Young and Sons)
 C P 494 Curtiss, P and N v Isaacson (Dodd and L)
 Ex 495 Sowerbutts (Chappell and G) v Gillard (W G Whitmarsh)
 Ex 496 Evans (G H Holden) v Ancketill (J R Chidley) without jury
 Q B 497 Jacob and anr (H H Myer) v Day (N White)
 C P 498 Griffin (J C E Weigall) v Hall (Lyne and H) SJ
 Q B 499 Comms of Admiralty (Hare and Fell) v Temperley and ors (Hollams, Sons and T) SJ
 Ex 500 Heath (Truefitt and G) v Lloyd (T Johnson)
 C P 501 Johnson and ors (W Hicks) v Gas Light and Coke Co (Bedford and W) SJ
 Q B 502 Eason (D Wade) v Roberts and anr (F C Greenfield) SJ
 Ex 503 Langridge (Heathfield and Son) v Spencer and ors (Smith, S and C)
 C P 504 Wilshin (W Medcalf) v Todd (G Badham)
 C P 505 Meir (W Shearman) v Weigel (W Beck)
 Q B 506 O'Sullivan (E A Swan) v Sheldon (A T Burr)
 Ex 507 Moore (Truefitt and G) v Buckler (Lawrence, P and B)
 Q B 508 Horns (S S Seal) v Angerstein and anr (Tidy and T)
 Ex 509 Lord Fitzhardinge (Horn and M) v Fish (Stileman and N) SJ
 Q B 510 Whitehead (F Heritage and Co) v Hudson (Tilley and S)
 Q B 511 Ash (E A Swan) v Baily (Birch I and H)
 Ex 512 Knight (V Southoe) v Terry (J F Terry)
 Q B 513 Waller and ors (Hoggood, F and D) v Kelk, Bart (Flatgate, S and F)
 Ex 514 Cooper (O Fitch) v Berry (Shum and Co)
 C P 515 McAllister (Hewitt and A) v Bishop of Rochester and ors (Sandlands, H and Co) without jury
 Q B 516 Williams (Cookson, W and P) v Good (Tucker B and Co)
 C P 517 Harper (W H B Pain) v James (Cooke, S and C)
 Ex 518 Clark (S S Seal) v Hughes (Bower and C) SJ
 Q B 519 Apsey (D Wade) v Bowchier (Wright and Law)

- Q B 520 Garner (Frockter and A) v Williams and ors (Layton, Son and L)
 C P 521 Bodeker (H W Mackreth) v The Cotton Powder Co (Tillicard, G and Co)
 Ex 522 Bone (C O Newman) v Walker (C E Goldring)
 C P 523 Johnson, Hannah and ors (W Hicks) v The Gas Light and Coke Co (Bedford and W) SJ
 Ex 524 Lucena (H H Banyard) v Fennings (Freshfields and W)
 Q B 525 Pratt (Clarkson, Son and G) v Sylvester (J W Hicklin)
 (To be continued.)

PUBLIC COMPANIES.

April 29, 1880.

GOVERNMENT FUNDS.

3 per Cent. Consols, '89	Annuities, April, '89, £1
Ditto for Account, '89	(Red Sea T.) Aug. 1908
Lo. 3 per Cent. Reduced, '97	Ex. Bills, £1000, 24 per Ct. 2 dis
New 3 per Cent., '97	Ditto, £500, Do, 2 dis
Do. 34 per Cent., Jan. '94	Ditto, £100 & £500, 2 dis
Do. 74 per Cent., Jan. '94	Bank of England Stock, 272
Annuites Jan. '80	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '89, 104	Enf. Pr. 54 per Cent., May, '81
Ditto for Account —	Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 102 ²	April, '64
Ditto, ditto, Certificates —	Do. Do, 5 per Cent., Aug. '73
Ditto Encased Ppr., 4 per Cent.	Do. Bonds, 4 per Cent. £1000
2nd Enf. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	64 ¹
Stock	Great Northern	100	127 ¹
Stock	Do., A Stock*	100	126 ¹
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	121 ¹
Stock	Lancashire and Yorkshire	100	133 ¹
Stock	London, Brighton, and South Coast	100	145
Stock	London, Chatham, and Dover	100	33 ¹
Stock	London and North-Western	100	161 ¹
Stock	London and South Western	100	139
Stock	Manchester, Sheffield, and Lincoln	100	90 ¹
Stock	Metropolitan	100	124 ¹
Stock	Do., District	100	83 ¹
Stock	Midland	100	138 ¹
Stock	North British	100	77
Stock	North Eastern	100	160 ¹
Stock	North London	100	180
Stock	North Staffordshire	100	89
Stock	South Devon	100	—
Stock	South-Eastern	100	135

* A receives no dividend until 6 per cent. has been paid to B.

The nomination for a coroner for the Greenwich or West Kent Division took place on Tuesday morning at the Lecture-hall, Royal-hill, Greenwich, in the presence of a large body of freehold electors. Mr. Frederick Scudamore, Under-Sheriff of Kent, presided. The nomination of Mr. Edward Arundel Carttar (son of the late coroner), of Catherine-house, Blackheath-road, was proposed by Mr. W. J. Evelyn (of Woolton, Surrey), and seconded by Mr. Thomas Norfolk, chairman of the Greenwich District Board of Works. Mr. Collier, the late deputy coroner to Mr. Carttar, and deputy coroner for East Middlesex, was nominated by Admiral Robertson (of Woolwich), seconded by Mr. Henry Shersby (of Woolwich); Dr. Maxwell, of Woolwich, by Mr. Edwin Hughes, solicitor (of Woolwich), seconded by the Rev. Storer Clark (vicar of St. Peter's, Greenwich); and Mr. H. W. J. Pook, solicitor, of Tudor-house, Greenwich-road, by Mr. T. Harrison (of Deptford), seconded by Mr. Benjamin (of Lewisham). The various candidates having addressed the electors in support of their claims to the office, the under-sheriff put the names to the meeting, when there was an overwhelming shower of hands in favour of Mr. Carttar. The result was received with loud applause. Mr. Shersby demanded a poll on behalf of Dr. Maxwell, which was fixed to take place on Thursday from eight a.m. to four p.m. in the concert-room of the Lecture-hall, Greenwich, and as the law requires that one clear day shall intervene between the polling and declaration of the poll, the result will be made known at one o'clock on Saturday (this day).

SALES OF ENSUING WEEK.

- May 3.—Mr. John D. Wood, at the Mart, at 1 p.m., Leasehold Property (see advertisement this week p. 3.)
 May 6.—Messrs. Glasier & Sons, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement April 24, p. 6.)
 May 6.—Messrs. Geo. Gouldsmith, Son, & Co., at the Mart, at 2 p.m., Leasehold Properties (see advertisement April 17, p. 4.)

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

MYTON.—April 24, at 7, Ladbrooke-square, the wife of Robert P. Myton, barrister-at-law, prematurely, of a daughter, who survived her birth only a few hours.

MARRIAGE.

ACKROYD—LUCAS.—March 11, at Port Louis, Edward James-Ackroyd, of the Middle Temple, barrister-at-law, to Mary, daughter of the late Henry William Lucas, of Adelaide-square, Bedford.

DEATHS.

FRY.—April 23, at 24, Bedford-row, W.C., Samuel Fry, jun., solicitor, aged 41.

MILLS.—April 21, at the Moat, Eltham, Kent, Richard Mills, formerly one of the Taxing Master in the Court of Chancery, in his 95th year.

OTTAWAY.—April 24, at Haringey-park, Crouch-end, Hornsey, Middlesex, Gillett J. Ottaway, solicitor, aged 71.

SHIPTON.—April 26, at Thornfield, Chesterfield, Joseph Shipton, solicitor.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 23, 1880.

Under the Bankruptcy Act, 1869.
 Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Young, William Arthur, Central Meat Market, Smithfield. Meat Salesman. Pet Apr 21. Brougham, May 3 at 12.30

To Surrender in the Country.

Durbin, John, Englecombe, Somerset. Florist. Pet Apr 20. Wilton, Bath, May 4 at 11.

Gillet, Charles, Bristol, Boat Builder. Pet Apr 21. Harley, Bristol, May 3 at 2

Greaves, Benjamin Hebblewhite, Kingston-upon-Hull, Tallow Merchant. Pet Apr 21. Rollit, Kingston-upon-Hull, May 7 at 3

Holland, Rebecca Mary, Chandos yd, Buckingham, Bucks. Pet Apr 21. Fortescue, Banbury, May 10 at 12.30

Manning, William Dunkley, Stoke Bruerne, Northampton. Farmer. Pet Mar 10. Dennis, Northampton, May 10 at 12

McGhone, John, Barrow-in-Furness, Coal Dealer. Pet Apr 18. Postlethwaite, Barrow-in-Furness, May 3 at 3

TUESDAY, Apr. 27, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Clinch, John Edward, Alfred Maurice Clinch, and John George Tunney, Austin Friars, Merchants. Mot Apr 19. Murray, May 14 at 11

Jackson, John Julian, Cornwall rd, Bayswater. Pet Apr 21. Brongham, May 11 at 12

Lindheimer, Charles Louis, Berkeley rd, Regent's pk. Pet Apr 22. Hazlitt, May 12 at 12

Loseher, F. W., Mark lane, Warehouseman. Pet Apr 22. Hazlitt, May 12 at 11

To Surrender in the Country.

Allen, William, Leicester, Engineer. Pet Apr 22. Ingram, Leicester, May 10 at 11

Eburne, William Edwards, Coventry, Auctioneer. Pet Apr 22. Kirby-Coventry, May 11 at 2

Gibert, Thomas, Bloxwich, Stafford, Ironmonger. Pet Apr 23. Clarke, Walsall, May 13 at 11

Green, Robert, Sutton, York, Manufacturer. Pet Apr 23. Robinson, Bradford, May 14 at 12

Hough, Henry George, Brockley, Kent, Auctioneer. Pet Apr 23. Pitt-Taylor, Greenwich, May 21 at 1

Mitchell, Alfred, Skircoat, Halifax, Licensed Victualler. Pet Apr 24.

Rankin, Halifax, May 10 at 11

Jones, Huddersfield, May 13 at 10.30

Provis, Charles, Christian Malford, Wilts, Pig Dealer. Pet Apr 23. Wilton, Bath, May 8 at 11

Roberts, Hugh, Llechwefnwydd, Anglesey, Farm Bailiff. Pet Apr 23.

Jones, Bangor, May 10 at 2.30

Scotter, Edwin, Newcastle-upon-Tyne, Boot Manufacturer. Pet Apr 23. Daggett, Newcastle, May 5 at 11

Yates, James Vint, and Thomas Pulan, Kirkgate, York, Greco. Pet Apr 22. Robinson, Bradford, May 7 at 12

BANKRUPTCIES ANNULLED:

FRIDAY, Apr. 25, 1880.

Wilks, Abraham, Solomon, Queen's rd, Dalston, Commercial Traveller. Apr. 21

TUESDAY, Apr. 27, 1880.

Bryshaw, Benjamin Bray, Stratford, Essex, Pawnbroker. Apr. 23
Duncan, Robert, Bishopwearmouth, Durham, Innkeeper. Feb. 23
Fod, Andrew Baker, Norwich, Watchmaker. Apr. 13
Lister, John George, Malt & Haven, Pembroke, Ship Builder. Apr. 15
Remington, Fanny Maria, Marine terrace, Dover. Apr. 24
Watts, John, Newark-upon-Trent, Nottingham, Boot Manufacturer. Apr. 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 23, 1880.

Adams, James, Clarence rd, Notting hill, Boot and Shoe Maker. May 7 at 12 at offices of Hopkins, St Marylebone st, Liggins, Budgery, Cannon st
Atkinson, Henry, Huddersfield, Manufacturer. May 7 at 3 at offices of Ainsley and Hall, New st, Huddersfield
Austin, Thomas, Hanley, Stafford, Blacksmith. May 3 at 11 at offices of Ashmall, Albion & Hanley
Ball, Hugh, Hanley, Staffs, Potter. May 4 at 11 at the Royal Hotel, Crew, Ashmall, Hanley
Beck, John, Ipswich, Suffolk, Travelling Draper. May 10 at 2 at offices of Mayley and Shireff, Palmerston bldgs, Old Broad st, Pollard, Ipswich
Boyle, Mary Ann, Carlisle, Tobacconist. May 4 at 3 at offices of Thorneburn, Bank st, Carlisle
Brasier, Alfred, Lordship lane, East Dulwich, Oil and Colour Man. May 7 at 3 at offices of Whitmarsh, High Holborn
Brown, Thomas, Chevington, Suffolk Blacksmith. May 5 at 12 at the Guildhall, Bury St Edmunds, Cross, Bury St Edmunds
Byrom, Thomas Young, Wigan, Lancaster, Grocer. May 6 at 11 at offices of Byrom and Bell, King st, Wigan
Cannon, William, Hope, Flint, Farmer. May 5 at 11 at offices of Poyer, Temple Row, Wrexham
Cartwright, William John, Hatton, Manchester, Tobacconist. May 4 at 3 at offices of Adderley and Warburton, Norfolk st, Manchester
Clark, Isaac, Yeadon, York, Clerk of the Holy Orders. May 4 at 2 at offices of Robbins and Bush, New sq, Lincoln's inn. Morgan and Morgan, Shipley
Clark, Thomas Powell, Erith, Kent, Builder. May 10 at 12 at 111 Cheap-side, Peake, Woolwich
Constable, John Maurice, Little Bromley, Essex, Farmer. May 12 at 12 at Packet Inn, High st, Manningtree, Essex
Cox, Tom, Somerton, Somerset, Boot and Shoe Maker. May 10 at 12 at offices of Reed and Cox, Bridge water
Coxhead Charles, Reading, Fruiterer. May 4 at 11 at offices of Dodd, Friar st, Reading
Crossley, Sarah, Coalhouse, Lancaster, Grocer. May 7 at 3.30 at offices of Molesworth, Central Chambers, the Walk, R chdale
Docker, Ludlow, and Ludlow & Joseph Docker, Birmingham, Paint Manufacturer. May 4 at 11 at offices of Ansell, Waterloo st, Birmingham
Doyle, Daniel, Liverpool, Boot and Shoe Dealer. May 6 at 2 at offices of I ey, Church st, Liverpool, Lupton, Liverpool
Draycote, George, Segrave, near Loughborough, Leicester, Farmer. May 7 at 12 at offices of Shires, Market st, Leicester
Duck, William, She-borne, St John, Hants, Grocer. May 10 at 2 at offices of Webb, Cross st, Basingstoke
Dunn, Joseph, Peter st, Southwark bridge rd, Greengrocer. May 6 at 3 at 40, Southampton bldgs, Coopers, Chancery lane
Endacott, Louisa Mary, Manchester, Milliner. May 7 at 3 at offices of Pritchard and Co, Pointer's Hall, Little Trinity lane
Evans, John, Bleasdon, Monmouth, Grocer. May 10 at 12 at offices of Gibbs and Llewellyn, Tredegar pl, Newport
Fenn, George Manville, Tavistock st, Covent Garden. Proprietor of a Journal called Once a Week. May 5 at 2 at the Guildhall Tavern, Gresham st, James, London Wall
Ford, George, Well st, Shirt Manufacturer. May 6 at 2 at the Guildhall Coffee House, Gresham st, Reed and Lovell, Basinghall st
Ford, Thomas Bailey, Collingbourne, Wilts, Farmer. May 11 at 3 at the White Hart Hotel, Bridge st, Andover, Footner and Son, Andover
Gallop, Frank, Brighton, Florist. May 10 at 3 at the Guildhall Tavern, Basinghall st, Cuckburn, Brighton
Gates, John, Pressland terrace, Upper Westbourne pk, Leather Cutter. Apr. 30 at 3 at offices of Fox, St. Mary's sq, Paddington
Gellatly, John, Foss Hill, Warwick, Chemical Manufacturer. May 6 at 12 at offices of Dews and Co, Hay Lane, Coventry
Giles, Alfred Collier, Reading, Watchmaker. May 4 at 11 at the Broad Face Hotel, Reading, Cred, Reading
Gordon, George Dusant, Newcastle-upon-Tyne, Cabinet Maker. May 3 at 12 at offices of Moody, Clayton st, Newcastle-upon-Tyne
Grasgill, Henry, New Durham, Buckingham, General Metal Dealer. May 3 at 10 at the Eagle Hotel, Leabroke grove rd, North Kensington
Harrison, Michael, gas, Shepherd's Bush
Green, Harry, Burford, Oxford, Mercer. May 7 at 2 at offices of Kent and Cheshire
Gregory, Thomas, Alfreton, Derby, Joiner. May 10 at 11 at the Maypole Hotel, Nottingham, Wilson and Bone, Alfreton
Harding, Alfred, Gloucester, out of business. May 6 at 11 at offices of York, Berkswell, Gloucester
Hastie, William, St. Paul's Pugis, Buckingham, Grocer. May 7 at 3 at offices of Durand, Guildhall Chambers, Basinghall st
Higgins, Hiram, Judi st, Euston rd, Hat Manufacturer. May 19 at 2 at offices of Gill, Lincolns Hill
Hill, Henry, Great Grimsby, Lincoln, Farmer. May 5 at 11 at offices of Grange and Wansingham, St Mary's chambers, West St, Mary's gate, Great Grimsby
Hinder, George, and Alfred Hinder, Cave st, Portland sq, Boot Manufacturers. May 4 at 11 at offices of Phillips, Small st, Bristol, Salmon, Bristol
Home, Edward, Blackmoor st, Drury lane, Boot Manufacturer. Apr. 20 at 3 at the Guildhall Tavern, Gresham st, Sydney, Coleman at

Hotchkiss, John, Eaton, Salop, Farmer. May 10 at 11.30 at the Buck's Head Hotel, Church Street, Clarke and Sons, Shrewsbury

Hubenthal Karl, George st, Gower st, out of business. May 11 at 2 at offices of Brown, Basinghall st

Hyde James, Haswell, Berks, Baker. May 6 at 4 at the Great Western Junction Hotel, Didcot

Ingrave, Louis Edwards, Lewisham, Kent, Schoolmistress. May 6 at 3 at offices of Finch, Borough High st, Southwark

James, Edwin Henry, Norton-in-the-Moors, Stafford, Butcher. May 4 at 11 at offices of Alcock, Market pl, Tunstall

Jesup, Thomas, Leeds, Woollen Cloth Merchant. May 7 at 11 at offices of Ramsden and Co, John William st, Huddersfield

Jewkes, Edward, Wednesday, Stafford, out of business. May 4 at 11 at offices of Jackson and Sharp, High st, West Bromwich

John-on-George, Chorlton-on-Medlock, Manchester, Umbrella Manufacturer. May 5 at 3 at the Star Hotel, Deansgate, Manchester

Vaughan-Jones, Manchester

Jones Jacob, Nicholls & Hackney rd, Boot Dealer. May 6 at 2 at offices of Sydneys, Leadenhall st

Jones, Whowell, Wakefield, York, Plumber. May 6 at 3 at offices of Marks, King st, Wakefield

Keeffe, James, Hoxton st, Shorelditch, Oil and Colour Man. May 4 at 3 at 111, Cleanse Park, Warwick ct, Gray's inn

Kilbourn, Samuel, Walsall, Stafford, Harness Manufacturer. May 4 at 11 at the George Hotel, Walsall. Bill, Walsall

Kimmings William, Frindsbury, Rochester, Kent. May 20 at 3 at offices of Muens and Longden, Old Jewry

Knight, Frederick Charles, and Walter Edward Knight, Baker st, Portman sq, Jeweller. May 6 at 12 at offices of Plunkett and Leader, St Paul's churchyard

Law, Edward Samuel, Fonthill rd, Finsbury park, Grocer. May 7 at 3 at offices of Veneeda, New Broad st

Lawson, Septimus, Hartlepool, Durham, Teacher of Music. May 11 at 12 at offices of Edgar, Town wall, Hartlepool

Leech, William, Sunderland, Durham, Fruiterer. May 5 at 3 at offices of Graham, John st, Sunderland

Lewis, Edward, Manslow, Salop, Farmer. May 5 at 12 at the Craven Arms Hotel, Craven Arms, Bowles, Ludlow

Litt, Thomas, and Charles Litt, Egremont, Cumberland, Tanners. May 7 at 2.30 at offices of Paiton, Irlam, Irlam st, Whitehaven

Longhi, Eliseo, Oxford Market, Baker. May 13 at 11 at offices of Abrahams, Great Marlborough st

Moore, William, Nottingham, Clerk. May 7 at 11 at offices of Stevenson, Weekday cross, Nottingham

Morley, Thomas, Cheadle Eaves, Stafford, out of business. May 5 at 3 offices of Welch, Longton

Newcombe, John, Priors Hardwick, Warwick, Shoemaker. May 5 at 3 at offices of Wood, Southam

Newson, William Mears, Hanover sq, Tailor. May 10 at 12 at offices of Richards, Warwick st, Regent st

Norris, John, Everton, Liverpool, Car Proprietor. May 7 at 2.30 at offices of Lumb, Moorfields, Liverpool

Ongley, Thomas, Wimborne, Wimborne, Dorset, Farmer. May 6 at 12 at offices of Monkton and Co, King st, Maidstone

Ovenden, Edwin, Speldhurst, Kent, Licensed Victualler. May 5 at 4 at offices of Stone and Simpson 23, Church rd, Tunbridge Wells

Osborne, James, Woodstock, Oxford, Draper. May 10 at 11 at the Fox Hotel, Chipping Norton, Kilburn and Mace, Chipping Norton

Parker, Joseph, Kettering, Northampton, Shoe Manufacturer. May 5 at 2 at 2 at offices of Tolier, 56, Montague st, Kettering

Perkins, William, Preston Court, Kent, Farmer. May 8 at 12 at the Fleur-de-Lis Hotel, Hallett, Creery, and Farley, Ashford

Price, Jabez, Holywell, Flint, Butcher. May 6 at 2 at offices of Cope, Holywell

Prior, John Frederick, William Hartland, and Thomas Cram, Bristol, Card Board Box Manufacturers. May 5 at 11 at offices of Nicholas, 13, Corn st, Bristol

Richardson, Henry Frederick, and Charles Alfred Richardson, Billingsgate Fish Salesmen. May 7 at 3 at offices of Ley and Brocklesby, Water lane, Great Tower st

Roberts, Brasydor Robert, Penclawdd, Glamorgan, Grocer. May 1 at offices of Jelline, 14, Fisher st, Swansea

Rowley, Thomas, Manchester, India-rubber Manufacturers. May 12 at 3 at offices of Oliver, Fountain st, Manchester

Slecock, Fred, Liversedge, York, Fishmonger. May 3 at 3 at Scarborough Hotel, Dewsbury

Simmons, Edward, St Leonard st, Bromley-by-Bow. May 10 at 3 at offices of Wright and Law, High Holborn

Smythe, John Thomas, Kingsgate-upon-Hull, Plumber. May 5 at 3 at offices of Woodhouse, Parliament st, Kingsgate-upon-Hull

Sly, James, Swindon, Wilts, Baker. May 3 at 2 at 6, Albion bldgs, New Swindon, Jackson

Smith, William, Skipton, York, Painter. May 5 at 3 at Midland Hotel, Skipton, Killick and Co

Smyth, Joseph Plumer, Bungay, Suffolk, Farmer. May 7 at 2 at offices of Diver, King st, Gt Yarmouth

Snowdon, George, Jarrold-upon-Tyne, Durham, Barberhouse keeper. May 4 at 3 at offices of Newlands, King st, South Shields

Softly, William, and Thomas Softly, South Shields, Iron Ship Builders. May 14 at 2 at Incorporated Law Societies' Rooms, Royal arcade, Lietch and Co, North Shields

Spencer, Frederick, Abergavenny, Monmouth, Tailor. May 8 at 11 at offices of Browns, Lion st, Abergavenny

Stephens, Charles William, Birmingham, Baker. May 6 at 12 at offices of Beaton and Robinson, Church st, Birmingham

Scott, Charles, Rochdale, Lancashire, Provision Dealer. May 7 at 11 at offices of Sandringham and Taylor, King st, Rochdale

Streatfield, Casselbene, Haver, Kent, Farmer. May 11 at 3.30 at Albion Hotel, Edenbridge, Cooper, Chancery lane

Stockley, Edward Griffin, Bristol, Old Dealer. May 4 at 12 at offices of Benson and Carpenter, Bank chamber, Cornhill, Bristol

Thomson, David, Liverpool, Draper. May 7 at 2 at offices of Lowe, Mount Pleasant, Liverpool

Thurgood, James, Goudhurst, Kent, Licensed Victualler. May 7 at 3.30 at offices of Stone and Simpson, Church rd, Tunbridge Wells

Tomson, Samuel, Ashton Hayes, Cheshire, Innkeeper. Apr 30 at 12 at offices of Nicholson, Grosvenor chambers, Newgate st, Chester

- Trott, Thomas James, Patchway, Gloucester, out of business. May 4 at 11 at offices of Nicholas, Corn st, Bristol.
- Vickerton, Isaac, Keynsham, York, Shoemaker. May 4 at 3 at offices of Jackson, Imperial Chambers, Bowrally Lane, Kilburn-upon-Hull.
- Waldrum, William, Rock, Worcester, Farmer. May 1 at 11 at offices of Corbet and Co, Church st, Kidderminster.
- Weaver, Henry, Middleborough, Bearhouse keeper. May 8 at 2 at offices of Dobson, Gosford at Middleborough.
- Wells, George, Leeds, Agricultural Contractor. May 4 at 3 at offices of Simpson and Burwell, Albion st, Leeds.
- West, James, Gloucester, Warwick, out of business. May 4 at 3 at offices of Nevill and Atkins, Colgate, Tamworth.
- Weston, John Henry, Brentwood, Builder. May 5 at 3 at offices of Walls and Co, Queen Victoria st.
- Whittaker, James Saville, Manchester, Boot Manufacturer. May 6 at 3 at offices of Nuttall and Son, John Dalton st, Manchester.
- Wilkins, Albert Henry, Salford, Cider Merchant. May 5 at 1.30 at offices of Hodden, Market House Chambers, Salisbury.
- Wilkins, Joseph, Liverpool, Furniture Dealer. May 7 at 2.30 at offices of Brabner and Co, Court Cook st, Liverpool.
- Wilkinson, Alfred, Nottingham, Wheelwright. May 6 at 12 at offices of Brittle, St Peter's chamber, St Peter's gate, Nottingham.
- Wills, Joseph, Bradford, Devon, Millwright. May 10 at 12.30 at Half Moon Hotel, Exeter. Mackenzie and Hext, Torquay.
- Worrall, William, jun, L. & Son, Draper. May 5 at 2.30 at offices of Gibson and Co, South John st, Liverpool.
- TUESDAY, April 27, 1860.**
- Andrews, George, Oxford st, Mangle Maker. May 8 at 11 at Inns of Court Hotel, Holborn. Ruddle and Brown, High Holborn.
- Bailey, John, Nottingham, Auctioneer. May 8 at 12 at offices of Lees, Seven Chambers, Middle pavement, Nottingham.
- Barker, John Wilson, Moss Side nr Manchester, out of business. May 14 at 3 at offices of Boote and Edgar, Booth st, Manchester.
- Batterby, Richard, Tividley, Lancashire, Coachman. May 11 at 11 at offices of Preston and Young, Norfolk st, Manchester.
- Bauer, Gilbert Lewis, Tottenham st, Tottenham et rd, Marmonium Manufacturer. May 14 at 3 at offices of Lumley and Lumley, Conduit st, B. and S.
- Bear, Isaac Edward, Liverpool, Clothier. May 14 at 2 at offices of Davie, Temple, Dale st, Liverpool.
- Betteridge, James, Malvern Wells, Worcester, Butcher. May 7 at 11 at offices of Tress and Son, High st, Worcester.
- Blackie, George, Jarrow-on-Tyne, Durham, Hatter. May 12 at 11.30 at offices of Wawn, Barrington at South Shields.
- Block, Carl Friedrich, Birmingham, Merchant. May 7 at 3 at Quee's Hotel, St. Stephen's pl, Birminham, Barlow and Co, Birmingham.
- Booth, Isaac, Garsden, Lancashire, Stationer. May 8 at 12 at offices of Francis and Collins, Harrington st, Liverpool.
- Brenter, George, Newsham Rd, Clapham, Pork Butcher. May 10 at 3 at offices of Marchant and Co, George yd, Lombard st.
- Brown, George William, Andover, Southampton, Builder. May 14 at 3 at the Star and Garter Hotel, Anover. Lea and Co, Salisbury.
- Buckland, Robert, Vauxhall, Timber Merchant. May 10 at 3 at offices of Barnard, Westminster Bridge rd.
- Button, William Frederick, Holt, Norfolk, Innkeeper. May 15 at 11 at offices of Winter and Francis, St Giles st, Norwich.
- Campbell, John, Crisp st, Poplar. May 10 at 2 at offices of Shaen and Co, Bedford Row, Holborn.
- Clarke, Peter, East End rd, Gloucester, Builder. May 5 at 11 at offices of Henderson, Berkeley st, Gloucester.
- Clay, Alfred, Sow-ham, Lincoln, Clock Maker. May 12 at 11 at offices of Switer, Wraxby st, Drigg.
- Coutler, Robert, Chorlton-upon-Medlock, Manchester, India Rubber Manufacturer. May 7 at 11, at offices of Simpson and Hockin, Mount st, Alcock st, Manchester.
- Cross, William Miln, Upper st, Islington, Draper. May 12 at 12 at offices of Pilkett and Leader, St Paul's churchyard.
- Cumming, William, Alnwick, Northumberland, Veterinary Surgeon. May 6 at 11 at offices of Foster and Paynter, Fenkle st, Alnwick.
- Davies, David, Aberavon, Glamorgan, Boot Maker. May 10 at 12.30 at offices of Merchants' Association, Broad st, Bristol. Tenant and Jones, Aberavon.
- Davies, John, Abercylwyd, Carmarthen, Boot Maker. May 12 at 10.15 at offices of Morris, Quay st, Carmarthen.
- Deddrell, Jane, Roads terrace, Hornsey rd, Boot Dealer. May 7 at 2 at office of Foster, Grange church st.
- Eglington, James, King's Lynn, Shoe Warehouseman. May 13 at 12 at offices of Hall, Atheneum Chambers, King's Lynn.
- Feldwick, Jonathan, Redhill, Surrey, Butler. May 19 at 3 at offices of Stephen and Rundell, Coleman st.
- Fenton, David Henry, Kendal, Westmorland, out of business. May 10 at 11 at the Board Room, Market place, Kendal. Dobson, Kendal.
- Foulde, John, Queen Victoria st, Merchant. May 19 at 2 at offices of Brett, Mining lane.
- Gibbons, William, Oxford, Sheepkeeper. May 10 at 12 at offices of Bickerton, St Michael's Chambers, Ship st, Oxford.
- Greaves, Atkins, Frisby-on-the-Wreake, Leicester, Miller. May 10 at 3 at offices of Freer and Co, New st, Leicester.
- Hargraves, James Henry, Heyton, Lancaster, Contractor. May 10 at 3 at offices of Mawdsley, Wood st, Bolton.
- Harrison, John Williams, Salford, Shoe Manufacturer. May 11 at 11 at offices of Twynam, Crabtree st, Salford.
- Hirsch, Philip Lowdell, Minto villa, Staines, Mariner. May 7 at 10 at offices of Lewis, Chancery Lane, Abbot, Blackfriars rd.
- Hesketh, William, Barnesley, York, Blacksmith. May 12 at 2 at offices of Rideal, Chronicle Chambers, Barnesley.
- Hinchliffe, Charles, William, Salford, Lancaster, Provision Dealer. May 14 at 3 at offices of Bradbury, Stamford Chambers, Stamford st, Ash-on-the-Dyke.
- Hinsley, John, Carlton, York, Joiner. May 14 at 3 at the George Inn, Selby, Clark, Smith.
- Hodge, William Hinton, Birkdale, Lancaster, Builder. May 10 at 3.30 at offices of Parr and Sager, Lord st, Southport.
- Hodgkinson, Edward Hicks, Borough High st, Hoxton. May 5 at 3 at 145, Cheapside, Mason, Graham st.
- Hopwood, Edwin, Sparkhill, Worcester, NewsVendor. May 10 at 3 at offices of Wright and Marshall, New st, Birmingham.
- Hunt, Alfred Leigh, Norwich, Commission Agent. May 11 at 12 at offices of Sedd and Linay, Theatre st, Norwich.
- Hutchinson, Joseph, and Thomas Morris, Manchester, Bakers. May 12 at 12 at offices of Blakeway, Dean's st, Manchester.
- Ingram, William, Coventry, Baker. May 10 at 3 at offices of Minter, Trinity churchyard, Coventry.
- Jackson, Joseph Mel, Workop, Nottingham, Plumber. May 7 at 4 at offices of Burns, Big Tree Lane, Sheffield.
- Jones, Hugo, Great Barrow, Cheshire, Farmer. May 11 at 10.30 at offices of Boydell and Co, Pepper st, Chester.
- Jones, Robert, Hanham, Denshaw, Joiner. May 11 at 9.30 at the Bull Hotel, Denshaw. Louis and Edwards, Bath.
- Joy, Henry Griffith, Westowburn villa, Harrow, Brixton Block-cooper. May 10 at 12 at offices of Langdale and Co, Brixton row.
- Kershaw, John, Bon ton, Lancaster, Carpenter. May 7 at 3 at offices of Robinson, Townshaw sq, Bolton.
- Leese, William Smith, Ashton, Derby, Provision Dealer. May 6 at 2 at Wheatsheaf Hotel, Ashton, Bramhall, A. Moore.
- Lowe, John, Codnor, Derby, Farmer. May 11 at 3 at Bell Hotel, Sadler gate, Derby, Hoxwell, Derby.
- Lunn, William, jun, Salford, Lancaster, out of business. May 18 at 11 at offices of Hargraves, Dickens st, Mincaster.
- Manley, Edward, Wigan, Egg Merchant. May 8 at 10.30 at offices of Wilson, King st, Wigan.
- Mars, John, Little Yelham, Essex, Farmer. May 11 at 11 at Rose and Crown Hotel, Sudbury. Andrew and Co, Sudbury.
- Maw, John William, Leeds, Pickle Manufacturer. May 10 at 11 at offices of Brooks, Bond st, Leeds.
- Middleton, Edwin Croft, River Court st, Hammersmith, Oil Merchant. May 8 at 12 at offices of Barker, Union st.
- Millard, Daniel Bowen, Chew Magna, Somerset, Miller. May 10 at 1 at offices of Miller, Whitton Chambers, Nicholas st, Bristol.
- McFoot, Matthew Richardson, North Shields, Boat and Ships Dealer. May 11 at 2.30 at offices of Adamson, Howard st, North Shields.
- Murtagh, Thomas, Grimby Dock, Great Grimby, Great. May 8 at 11 at George Hotel, Whitefriar-gate, Kingston-upon-Hull. Summers and Brown, Great Grimby.
- Nicholls, William, Brackley, Northampton, Farmer. May 18 at 3 at offices of Weston and Baring, Brackley.
- Openshaw, William Arthur, Halsall, Salford, Lancashire, Tackeler. May 12 at 3 at offices of Woodall and Marritt, Norfolk st, Manchester.
- Paget, Alfred, Leicester, Boot Factor. May 10 at 3 at offices of Roberts and Baker, Saltergate, Millhouse Lane, Leicester.
- Palmer, Henry, Stoke-upon-Trent, Staff d. Publisher. May 8 at 10 at the Copeland Arms Hotel, Stoke-upon-Trent. Bignal, Stoke-upon-Trent.
- Patchett, Benjamin, Thurnbury, York, Builder. May 5 at 11 at offices of B. Verley, Hustlergate, Bradford.
- Pattison, George Fletcher, Tynemouth, Northumberland. May 5 at 11 at offices of the Law Society, Royal Arcade, Newcastle-upon-Tyne.
- Arnott and Swann, Newcastle-upon-Tyne.
- Payne, Lind, Kingston-upon-Hull, Draper. May 7 at 3 at offices of Jackson, Imperial Chambers, Bowrally Lane, Kingston-upon-Hull.
- Perkins, Richard, Bentall, Salop, Provision Dealer. May 8 at 12 at the Miners' Arms Hotel, Minsterley, Newall, Bishop's Castle.
- Perry, William Thomas, Weston-super-Mare, Somerset, Plumber. May 10 at 12 at the Grand Hotel, Broad st, Bristol. Davies, Weston-super-Mare.
- Reynolds, Peter, Manchester, Egg and Butter Merchant. May 12 at 2 at offices of Cobbett and Co, Brown st, Manchester.
- Risworth, James, Shrewsbury, York, Fanner. May 5 at 3 at offices of Crumme, Stonegate, York.
- Rogers, George William, Grove, Chester, Fancy Goods Dealer. May 13 at 11 at offices of Hill, Market st, Crewe.
- Royce, John Gibson, Manchester, Boat Dealer. May 7 at 3 at offices of Vaughan and Co, Princess st, Manchester. Farthing, Manchester.
- Salkind, Solomon, Norwich, Watch Maker. May 14 at 12 at offices of Sadl and Linay, Theatre st, Norwich.
- Savory, Robert Doggett, Hunstanton, St Edmunds, Norfolk, Corn Merchant. May 7 at 1 at offices of G. Astor, King st, King's Lynn.
- Scot, Morris, Birmingham, Factor. May 12 at 3 at offices of Davies, Bennett's hill, Birmingham.
- Sheppard, George, Portsmouth, Bootmaker. May 13 at 12 at offices of Edmund and Clark, Cheapside, Addis.
- Shiers, Cornelius, Manchester, Upholsterer's Materials Merchant. May 14 at 3 at offices of Tuck-r, Pall Mall, Manchester.
- Slatyer, Frederic, Wiggin-ton, Oxford, Farmer. May 12 at 3 at White Lion Hotel, High st, Banbury, Hawkin, Banbury.
- Smith, Henry, Ardwick, out of business. May 10 at 11 at New Bear's Head Hotel, Witby Grove, Manchester. Borthroyd, Stockport.
- Snowdon, Willam, Easingwold, York, Hotel Keeper. May 13 at 12 at offices of Mann and Son, New st, York.
- Southern, George, Altringham, Chester, Ironmonger. May 12 at 3 at offices of Hindle and Co, Mount st, Abbott rd, Manchester. Nicholls and Co, Altringham.
- Storer, Henry, Birmingham, Draper. May 10 at 3 at offices of East Temple st, Birmingham.
- Strangman, John, Newcastle-on-Tyne, Licensed Victualler. May 6 at 2 at offices of Hoyl and Co, Collingwood st, Newcastle-on-Tyne.
- Sutcliffe, Joseph Thomas, Sheffield, Wine maker. May 10 at 12 at offices of Allen, Fig Tree Lane, Shefield.
- Sykes, Joseph, William Henry Sykes, and Wright Sykes, Marsden, near Huddersfield, Waste Dales. May 10 at 3 at offices of Loaroyd and Co, Buxton rd, Huddersfield.
- Tattersall, Joseph, Manchester, Butcher. May 6 at 11 at the Waggon and Horses, Southgate, Manchester. Hulme, Manchester.
- Taylor, John, Kendal, Westmorland, Builder. May 12 at 11 at offices of Dobson, Finkle st, Kendal.
- Thomson, Francis Christie, Street, Manchester, Draper. May 13 at 3 at offices of Nuttall and Son, John Dalton st, Manchester.
- Thornton, Thomas, Salisbury, Wiltshire, Carpenter. May 12 at 11 at offices of Lee and Co, Chipper lane, Salisbury.
- Walpole, Thomas, Sudbury, Suffolk, Boot Maker. May 11 at 3 at offices of Andrews and Co, Friars st, Sudbury.
- Watts, Joseph King, Oxford, Baker. May 11 at 12 at offices of Bicker-ton, St Michael's Chambers, Ship st, Oxford.

Wild, James, and Emma Wild, Accrington. May 13 at 3 at the Commercial Inn, Blackburn rd, Accrington. Whalley, Accrington
 Williams, Edward, Widemarsh, Hereford, Market Gardener. May 10 at 10.30 at offices of James and Bodenham, St Peter st, Hereford
 Williams, Joseph, Smethwick, Stafford, out of business. May 14 at 11 at offices of Shakespeare, Church st, Oldbury
 Willis, Robert, Frederick, Birmingham, Fruiterer. May 12 at 2 at offices of Burton, Union passage, Birmingham
 Windsor, North Curry, Somerset, Corn Factor. May 10 at 11 at offices of Trenchard and Co, Hammet st, Taunton
 Winter, Alfred, Palace rd, Upper Norwood, Builder. May 5 at 11.30 at offices of Barnard and Co, Lincoln's inn fields
 Withers, Caroline, Romsey, Southampton, Miller. May 10 at 3 at offices of Bell, Portland st, Southampton
 Wright, George Samuel, Great Ellingham, Norfolk, Farmer. May 12 at 3 at the Royal Hotel, Atleborough. Cooper and Norgate, East Dereham
 Yardley, Thomas William, Swadlincote, Stafford, Builder. May 5 at 12 at offices of East, Temple st, Birmingham
 Young, Joseph, Lynton rd, Hornsey, Coach Builder. May 6 at 3 at the Mitre Tavern, Mitre court, Fleet st. Staniland, Hare pl, Fleet st

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 A scale of charges upon application.

M ESSRS. DEBENHAM, TEWSON & FARMER'S LIST OF ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

STIMSON'S LIST of PROPERTIES for SALE
 for MAY contains 1,000 investments, and can be had free. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor, and Valuer, 2, New Kent-road, S.E.

FREEHOLD for SALE, near Old Kent-road

Railway Station.—Thirteen Private Dwelling Houses, with long gardens in front and rear, substantially built, and well let to standing tenants, producing a net rental of £243 per annum. Price £5,000.—Apply to Mr. J. UNDERWOOD, 128, Westminster Bridge-road. No agents.

N. 13, SERJEANTS' INN, FLEET STREET.

—To be LET on LEASE, or SOLD, the Freehold, handsome stone-fronted Building formerly the Office for the Registration of Joint Stock Companies. It is substantially built, and well arranged for offices, chambers, or a public institution. The principal entrance is in Serjeants'-inn, which is immediately accessible from Fleet-street and the Temple, and there is also an entrance from a street in the rear. If desired a large portion of the purchase money may remain on mortgage upon advantageous terms.—For further particulars apply to Messrs. HOWELL & BROOKS, 8, John-street, Adelphi, W.C.

FREEHOLD GROUND-RENTS.—City of London.

F.—The Commissioners of Sewers of the City of London will meet in the Guildhall of the said City on Tuesday, the 25th of May, 1880, at half-past 12 o'clock precisely, to receive TENDERS for the PURCHASE of valuable FREEHOLD GROUND-RENTS and REVERSIONS of PREMISES in the Poultry, let on building leases having about 80 years unexpired, viz.: Nos. 33, at a ground-rent of £675 per annum; Nos. 34, 35, at a ground-rent of £1,350 per annum; Nos. 36, 37, at a ground-rent of £1,165 per annum.

Particulars and plans of the premises may be had at this office, together with the conditions of sale.

Tenders must be sealed, endorsed outside "Tender for Freehold Ground-rent, No. 33, Poultry," &c. (stating the premises as the case may be), and be addressed to the undersigned, at this office, and must be delivered before 12 o'clock on the said day of treaty.

The Commissioners do not bind themselves to accept the highest or any tender.

Parties sending in proposals must attend, personally or by a duly authorized agent, at half-past 12 o'clock on the said day, and be then prepared (if their tender be accepted) to pay the required deposit of 10 per cent. on the purchase money and to execute an agreement for the completion of the purchase agreeably to the conditions of sale.

HENRY BLAKE, Principal Clerk.

Sewers Office, Guildhall, April, 1880.

ST. GEORGE'S-IN-THE-EAST, near Wellclose-square. Valuable Leasehold Premises, being Nos. 18, 20, 22, and 24, Fleet-street, and Nos. 1, 2, 3, 4, 5, 6, and 7, Thomas-place, the whole forming a compact estate, let to weekly tenants, and producing a rental of about £218 per annum.

M R. WALTER KNIGHT will sell the above VALUABLE PROPERTY by AUCTION, at the MART, Tokenhouse-yard, on WEDNESDAY, MAY 19, at TWO p.m.

Particulars and conditions of sale of.

Messrs. ALLEN & SON, 17, Carlisle-street, Soho-square, and at the Auction Office, 104, Great Russell-street, Bloomsbury, W.

To Capitalists, Speculators, Builders, and others.—A choice Building Estate of about two acres, situate in the parish of Kensington, at the corner of Blyth-lane and the high road to Hammersmith-broadway, within a short distance of the West Kensington Junction, together with the spacious residence known as Denham-lodge; also a cottage, with stabling, garden, &c., the whole forming a fine residential estate, or for building purposes, out of which can be created large ground-rents.

M R. WALTER KNIGHT is instructed to SELL M by AUCTION, at the MART, on WEDNESDAY, the 19th of MAY, at TWO p.m., the above valuable COPYHOLD ESTATE, equal to Freehold.

Particulars, with plan, can be obtained at the Auction and Estate Offices, 104, Great Russell-street, Bloomsbury-square, W.C.

VALUABLE REVERSIONS.

M R. ROBINS (of 5, Waterloo-place, Pall-mall W.L.) will SELL by AUCTION, at the MART, Tokenhouse-yard, E.C., on FRIDAY, MAY 21, at ONE FOR TWO o'clock precisely, in Two Lots, by order of Trustees, the ABSOLUTE REVERSIONS to TWO SUMS of £1,573 6s. Consols, each standing in the names of Trustees, expectant on the death of a lady in her 70th year.

Particulars of

Messrs. BOOTY & BAYLIFFE, Solicitors, 1, Raymond-buildings, Gray's-inn, W.C.; of

Messrs. COLLIER-BRISTOW, WITHERS, & RUSSELL, Solicitors, 4, Bedford-row, W.C.; and of Mr. ROBINS.

The valuable Advowson and next and perpetual right of presentation to the Rectory of Rattesden, West Suffolk, five miles from Stowmarket, and nine miles from Bury St. Edmund's, subject to the life of the incumbent, the Rev. J. Barney, who is now in his 89th year. The rectory is close to the church, and has stabling, outbuildings, gardens, grounds, and 41 acres of glebe land attached to it. The church is a handsome structure, and has a peal of five bells. The population is under 1,200. Total yearly income from great and small tithes, extending over upwards of 3,200 acres, about £900.

M ESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER will SELL the above, at the MART, on TUESDAY, JUNE 1, at TWO.

Particulars of

Messrs. FOLLOCK & CO., Solicitors, 63, Lincoln's-inn-fields; and of the Auctioneers, 80, Cheapside.